

This instrument was prepared by:  
HARRY W. GAMBLE  
105 Owens Parkway, Suite B  
Birmingham, Alabama 35244

Send tax notice to:  
1305 10<sup>th</sup> Ave., Ste F  
Calera, AL 35040

**STATE OF ALABAMA  
COUNTY OF SHELBY**

**WARRANTY DEED**

Know All Men by These Presents: That in consideration of **ONE MILLION SIX HUNDRED THIRTY EIGHT THOUSAND AND NO/100 DOLLARS (\$1,638,000.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt of which is acknowledged, I or we, **ENCLAVE, LLC** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **REI PROPERTIES OF ALABAMA, LLC** (herein referred to as grantees, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

**Lots 7 through 69, inclusive, according to the Survey of The Enclave Phase 1, as recorded in Map Book 38, page 1, in the Probate Office of Shelby County, Alabama.**

Subject to:

(1) Taxes or assessments for the year 2007 and subsequent years not yet due and payable; (2) Mineral and mining rights not owned by the Grantor (3) All easements, restrictions, covenants, and rights of way of record, including but not limited to: (a) easement and highway right of way recorded in Volume 197, page 259, in the Probate Office of Shelby County, Alabama (b) The rights of upstream and downstream riparian owners with respect to any body of water which may lie adjacent to, and/or traversing through, subject property; (c) Easement to BellSouth Telecommunications, as recorded in Instrument 20060815000396460 in the Probate Office of Shelby County, Alabama (d) Restrictions or Covenants appearing of record in Instrument 20061129000577080 in the Probate Office of Shelby County, Alabama.

\$1,638,000.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

To Have And To Hold to the said grantees, its successors and assigns forever.

The grantor covenants and agrees with the grantees that it is seized of an indefeasible estate in fee simple of said property, and that the grantor has the lawful right to sell and convey the same in fee simple; that the grantor is executing this Deed in accordance with the Articles of Organization and Operating Agreement of Enclave, LLC, which have not been modified or amended; that the property is free from encumbrances, and that the grantor and that its successors and assigns shall warrant and defend the same to the grantees, its successors and assigns, against the lawful claims and demands of all persons.

11 In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this  
day of May, 2007.


**Enclave, LLC**

By:  (SEAL)  
**Scott Johnson**  
**Its: Managing Member**

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County, hereby  
certify that **Scott Johnson**, whose name as **Managing Member of Enclave, LLC** is  
signed to the foregoing conveyance, and who is known to me, acknowledged before me  
on this day that, being informed of the contents of the conveyance, as such officer and  
with full authority, he executed the same voluntarily and as the act of said entity, on the  
day the same bears date.

Given under my hand and official seal this 11 day of May, 2007.

  
**Notary Public**

HARRY W. GAMBLE  
NOTARY PUBLIC  
STATE OF ALABAMA  
MY COMMISSION EXPIRES MAR. 1, 2008