

The entire consideration of the purchase price recited below was paid from a mortgage loan simultaneously herewith.

THIS INSTRUMENT PREPARED BY:


Stan Roth
Lake Shore Construction, LLC
281 Lyon Lane, Suite 105
Birmingham, AL 35211-6407

Send Tax Notice to:

New Pace Homes, LLC
5280 Old Springville Road
Pinson, AL 35126

WARRANTY DEED

**STATE OF ALABAMA
JEFFERSON COUNTY**


20070530000250650 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
05/30/2007 09:47:48AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, That in consideration of FIFTY THOUSAND DOLLARS AND NO/100 (\$ 50,000.00) to the undersigned Grantor, LAKESHORE CONSTRUCTION, LLC, an Alabama Limited Liability Company, (herein referred to as Grantor) in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto NEW PACE HOMES, LLC (herein referred to as GRANTEE), whether one or more, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 37, according to the Survey of Courtyard Manor, a single family residential development, as recorded in Map Book 35, Page 144 A & B in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Subject To: (1) Taxes for the year 2007 and subsequent years. (2) Existing easements and right-of-ways of record, if any. (3) Pelham municipal improvements and sewer assessments. (4) Declaration of Protective Covenants, Restrictions and Easements for Courtyard Manor as set out by instrument(s) recorded in Inst. # 2005101900542800 in the Probate Office. (5) Courtyard Manor Homeowner Association assessments and certification to show that there are no violations of Covenants and Restrictions. (6) Mineral and mining rights, if any.

This instrument is executed as required by the Articles of Organization and Operational Agreement of said LLC and same have not been modified or amended.

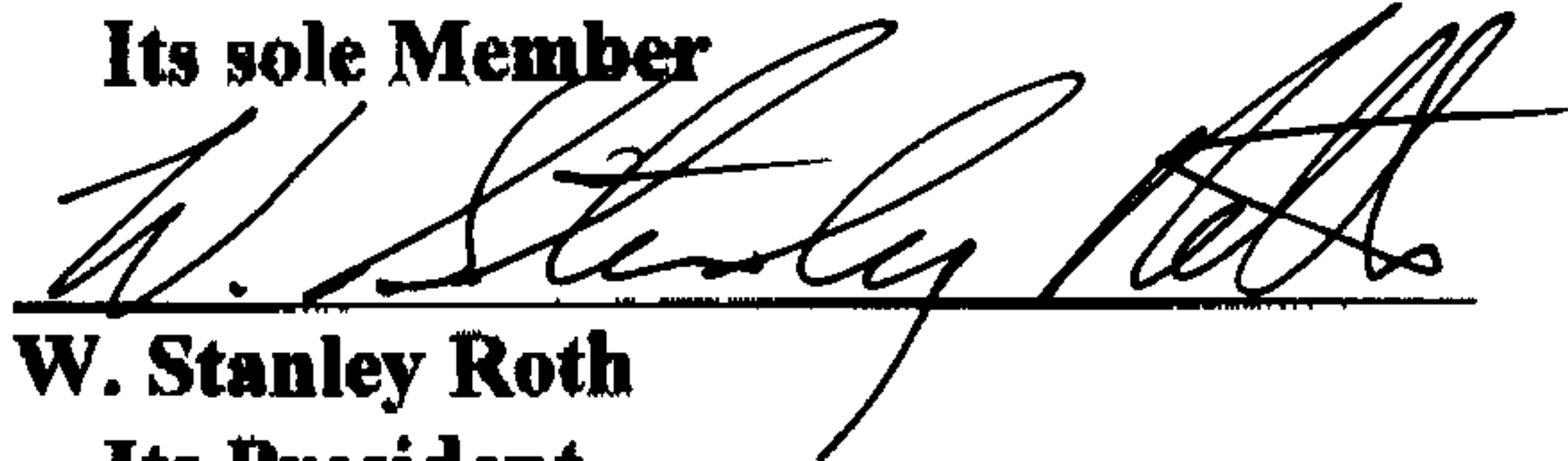
TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, his, her, or their heirs and assigns forever.

And said GRANTOR does for itself, its successors and assigns, covenant with the said GRANTEE, his, her or their heirs and assigns, that it is lawfully seized in fee simple of said Real Estate, that said Real Estate is free and clear from all liens and encumbrances, that it has good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to the said GRANTEE, his, her or their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal and is authorized to execute this conveyance, hereto set its signature and seal this the 23rd day of May, 2007.

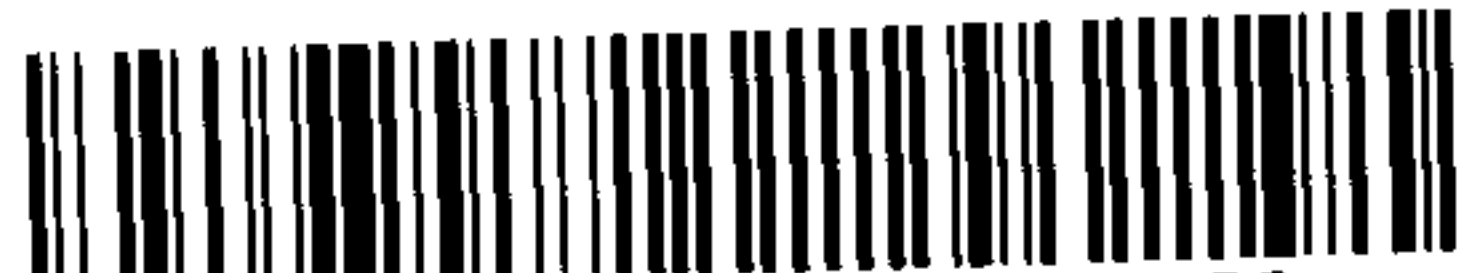
LAKESHORE CONSTRUCTION, LLC

BY: Lakeshore Environmental Contractors, Inc.
Its sole Member



BY: W. Stanley Roth
Its President

STATE OF ALABAMA
JEFFERSON COUNTY



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I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that W. Stanley Roth, whose name as President of Lakeshore Environmental Contractors, Inc, the sole Member of Lakeshore Construction, LLC, an Alabama Limited Liability company 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of May, 2007.



Notary Public

My Commission Expires:

6/8/2008