

**THIS INSTRUMENT PREPARED BY:**  
Clayton T. Sweeney, Attorney at Law  
2700 Highway 280 East, Suite 390E  
Birmingham, AL 35223

**SEND TAX NOTICE TO:**  
J.A.W., Inc.  
143 Chestnut Drive  
Alabaster, AL 35007

**STATUTORY WARRANTY DEED**

**STATE OF ALABAMA }  
COUNTY OF SHELBY }**

**KNOW ALL MEN BY THESE PRESENTS**, This warranty deed is executed and delivered on the 7th day of May, 2003, by **BRYNLEIGH ESTATES DEVELOPMENT CO., INC.**, an Alabama corporation (hereinafter called "Grantor"), in favor of **J.A.W., INC.** (hereinafter called "Grantee"), in Shelby County, Alabama.

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of the sum of **THIRTY-TWO THOUSAND FIVE HUNDRED and No/100 Dollars (\$32,500.00)**, in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, grant, bargain, sell and convey unto Grantee, the following described real property (the "Property"), situated in Shelby County, Alabama:

Lot 212, according to the survey of Brynleigh Estates, 2<sup>nd</sup> Sector, Givianpour's Addition to Double Mountain, as recorded in Map Book 21 Page 65, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

**Subject to:**

1. Ad valorem taxes due and payable October 1, 2003, and all years thereafter;
2. Restrictions, covenants and conditions as set out in instrument recorded in Instrument No. 1996-25108 and in Instrument No. 1995-12051 in Probate Office.
4. Right of Way granted to Alabama Power Company by instrument(s) recorded in Volume 163, Page 447.
5. Right of Way granted to Shelby County by instrument(s) recorded in Volume 180, Page 544.

Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.

Grantee does, for itself, its successors and or assigns, herewith covenant and agree to take all measures to prevent sediment (and other pollutants in water used in the construction process or storm water run-off from disturbed areas from leaving the boundaries of the lot herein conveyed. Grantee further covenants to exercise Best Management Practices (BMPs) for control of pollutants in storm water runoff and to comply with all city and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act and the Alabama Environmental Management Act. Should Grantee fail to comply with this covenant, Grantor does reserve an easement over and across the property herein conveyed for itself, its agents sub-contractors or assigns in and across the property herein conveyed for itself, its agents, sub-contractors or assigns in order to install, erect or maintain the appropriate measures to meet or exceed Best Management Practices for the control of pollutants or siltation in storm water runoff. Grantor further reserves the right and authority to impose a lien on the Property for the collection of the cost incurred in the installation, erection or maintenance of such measures provided Grantee does not reimburse Grantor for such cost within 10 days after receipt of written demand. The foregoing shall be and is a covenant running with the land to the benefit of Grantor, its successors and or assigns.

**TO HAVE AND TO HOLD**, unto said Grantee, its successors and assigns, forever.

All of the consideration was paid from the proceeds of a mortgage loan closed simultaneously.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

IN WITNESS WHEREOF, the undersigned Grantor, **BRYNLEIGH ESTATES DEVELOPMENT CO., INC.**, has executed this instrument as of the day and year first above written.

**B R Y N L E I G H     E S T A T E S**  
**DEVELOPMENT CO., INC.,**  
an Alabama corporation

By:   
Concetta Givianpour  
Its Vice President

STATE OF ALABAMA }  
JEFFERSON COUNTY }

I, the undersigned authority, a Notary Public in and for said County in said State hereby certify that Concetta Givianpour, whose name as Vice President of **BRYNLEIGH ESTATES DEVELOPMENT CO., INC.**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 22 day of May, 2003.

  
Notary Public

My Commission Expires: 6-5-2003