


# 150,000.00

Send Tax Notice To:  
C. A. Murren and Sons Company,  
Inc.  
2836 Mary Tyler Road  
Birmingham, AL 35210

  
20030728000481790 Pg 1/3 170.00  
Shelby Cnty Judge of Probate, AL  
07/28/2003 11:10:00 FILED/CERTIFIED

This instrument was prepared by:  
Claude McCain Moncus, Esq.  
CORLEY, MONCUS & WARD, P.C.  
400 Shades Creek Parkway, Suite 100  
Birmingham, Alabama 35209  
205.879.5959

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## STATUTORY WARRANTY DEED

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STATE OF ALABAMA     )  
JEFFERSON COUNTY    )     **KNOW ALL MEN BY THESE PRESENTS,**

That in consideration of Ten and no/100 Dollars (\$10.00) and other valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt whereof is acknowledged, the undersigned, **WATERFORD, LLC, an Alabama limited liability company** (herein referred to as Grantor) does grant, bargain, sell and convey unto **C. A. MURREN AND SONS COMPANY, INC., a Georgia corporation**, (herein referred to as Grantee), in the following described real estate, situated in Shelby County, Alabama.

Lots 358 and 359, according to the Survey of Waterford Village, Sector I, as recorded in Map Book 27, Page 100, in the Probate Office of Shelby County, Alabama.

Subject to easements, restrictions and right-of-ways of record, if any.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for himself and his heirs, executors, administrators, personal representatives, successors and assigns, that:

(a) Grantee has been given the absolute and unfettered right to conduct all inspections, tests, evaluations and investigations of the Property and all improvements thereto as Grantee, in his sole discretion, may determine to be necessary in order to satisfy Grantee of the physical condition of the Property and all improvements thereto and all other aspects of the Property;

(b) Grantee has in fact inspected the Property and all improvements thereto and has in fact satisfied himself as to the condition of the Property and all improvements thereto and all other aspects of the Property;

(c) Grantee, for himself and his heirs, executors, administrators, personal representatives, successors and assigns, does hereby accept the Property and all improvements thereto in its "AS IS, WHERE IS, WITH ALL FAULTS" condition;

(d) Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding (i) the physical condition of the Property or any improvements thereto, (ii) the structural integrity of any improvements situated on the Property, (iii) the suitability or fitness of the Property or any improvements thereto for any intended or specific use, (iv) any matters which would be disclosed by a current and accurate survey of the Property or (v) whether any underground storage tanks or any hazardous or toxic waste, substances or materials (including, but not limited to, asbestos, radon gas, formaldehyde, polychlorinated biphenyls and "black mold" or similar bacterial substances), are currently present or at any time prior to the date hereof have been located in, on, under, upon or adjacent to the Property or any improvements thereto; and

(e) Grantee does, for himself and his heirs, executors, administrators, personal representatives, successors and assigns, hereby irrevocably and unconditionally waive, release and forever discharge Grantor, its agents, employees, officers, directors, shareholders, affiliates, and subsidiaries and their respective successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, suits, obligations, damages, costs, expenses, losses and liabilities of every kind and nature, known or unknown, arising out of or as a result of any past, present or future physical condition of the Property and any improvements thereto, whether known or unknown, and any past, present or future soil, surface and subsurface condition, known or unknown (including, without limitation, sinkholes, underground mines, tunnels, water channels and limestone formations and deposits), under or upon the Property or any other real property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor or any affiliates or subsidiaries thereof.

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

**IN WITNESS WHEREOF**, the undersigned have hereto set its hand and seal this 24<sup>TH</sup> day of July, 2003.

Waterford, LLC, an Alabama Limited Liability Company

By:  (L.S.)  
John G. Reamer  
Its Manager

STATE OF ALABAMA  
COUNTY OF JEFFERSON

)  
)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John G. Reamer, whose name as Manager of Waterford, LLC, an Alabama Limited Liability Company, 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, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company on the same that bears date.

Given under my hand and official seal this the 24<sup>TH</sup> day of July, 2003.

[NOTARY SEAL]

  
NOTARY PUBLIC

My commission expires: 12/28/03