

THIS INSTRUMENT PREPARED BY:
Kristy Liggan Riley, LLC
1950 Stonegate Drive, Suite 150
Birmingham, Alabama 35242

SEND TAX NOTICE TO:
Joseph M. Tosney and Amy M. Tosney
8007 Mitchell Lane
Birmingham, AL 35216

STATE OF ALABAMA
SHELBY COUNTY

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Two Hundred Fifty-Nine Thousand Eight Hundred Seventy-Five and no/100 Dollars (\$259,875.00) to **DESIGNMARK BUILDERS, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **JOSEPH M. TOSNEY AND AMY M. TOSNEY** (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto Grantee, subject to the covenants, conditions and other matters set forth below, the real estate situated in Shelby County, Alabama, more particularly described as follows (the "Property"):

Lot 232, according to the Survey of Bent River Commons Third Sector, as recorded in Map Book 25, Page 147, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Taxes and assessments for the year 2003, and taxes for subsequent years, not yet due and payable.
2. 35 foot easement on rear as shown on recorded map.
3. 7.5 easement on North, as shown by recorded map
4. Easement for ingress and egress recorded in Instrument 9760/2302 , in the Probate Office of Jefferson County, Alabama, Bessemer Division.
5. Restrictions appearing of record in Instrument No. 9761/7711; Instrument 9861/0670; Instrument 9960/1184; Instrument 9962/0078 and 200060/5325, in the Probate Office of Jefferson County, Alabama, Bessemer Division.
6. Restrictions, Limitations, Building Lines, Mineral and Mining Rights and Release of Damages recorded in Volume 200262/8364, in the Probate Office of Jefferson County, Alabama, Bessemer Division.
7. Mineral and mining rights and rights incident thereto recorded in Real 1, page 920 and Real 1, page 924, and 39, page 755 in the Probate Office of Jefferson County, Alabama, Bessemer Division.
8. Right of way granted to Alabama Power Company by instrument recorded in Volume 10944, page 741, in the Probate Office of Jefferson County, Alabama, Bessemer Division.
9. Right of way to Jefferson County, recorded in Real 464, page 460, Real 464, page 435 and Real 845, page 488, in the Probate Office of Jefferson County, Alabama, Bessemer Division.
10. Rights of way and easements recorded in Bessemer Volume 732, page 505, Birmingham Volume 1683, page 355, Bessemer Volume 447, page 522 and Bessemer Volume 840, page 343 in the Probate Office of Jefferson County, Alabama, Bessemer Division.
11. Right of Way granted to Alabama Power Company by instrument recorded in Real 24, page 884, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

12. Sewer line easements recorded in Real 464, page 460, in the Probate Office of Jefferson County, Alabama, Bessemer Division.
13. Easement to Time Warner Entertainment recorded in Instrument 9961/3797, in the Probate Office of Jefferson County, Alabama, Bessemer Division.
14. Easement for Alabama Power Company recorded in Instrument 200215-5083, in the Probate Office of Jefferson County, Alabama.

TO HAVE AND TO HOLD unto Grantees, subject to the matters described above, for and during their joint lives as joint tenants and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

By acceptance of this Deed, Grantee hereby covenants and agrees for itself and its heirs, successors, assigns, licensees, lessees, employees and agents that the Released Parties shall not be liable for, and no action shall be asserted against the any of the Released Parties for loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of past or future injuries to any owner, occupant or other person in or upon the Property, which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation, underground mines, sinkholes or other geological formations or conditions) under or on the Property or any other property now or hereafter owned by any of the Released Parties, whether contiguous or non-contiguous to the Property sold hereunder. For purposes of this paragraph, the term "Released Parties" shall mean and refer to (i) Designmark Builders, LLC; (ii) the agents, employees, contractors and subcontractors of Designmark Builder, LLC; (iii) any successors and assigns of Designmark Builders, LLC; (iv) the City of Vestavia Hills, Alabama, a municipal corporation, its officials, agents, employees and contractors, and any and all other political subdivisions, governmental entities, agencies, authorities, and/or bodies. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations or other entities holding under or through Grantee.

IN WITNESS WHEREOF, Grantor, DESIGNMARK BUILDERS, LLC, has caused this conveyance to be executed by its duly authorized Representative as of the 11th day of August, 2003.

DESIGNMARK BUILDERS, LLC

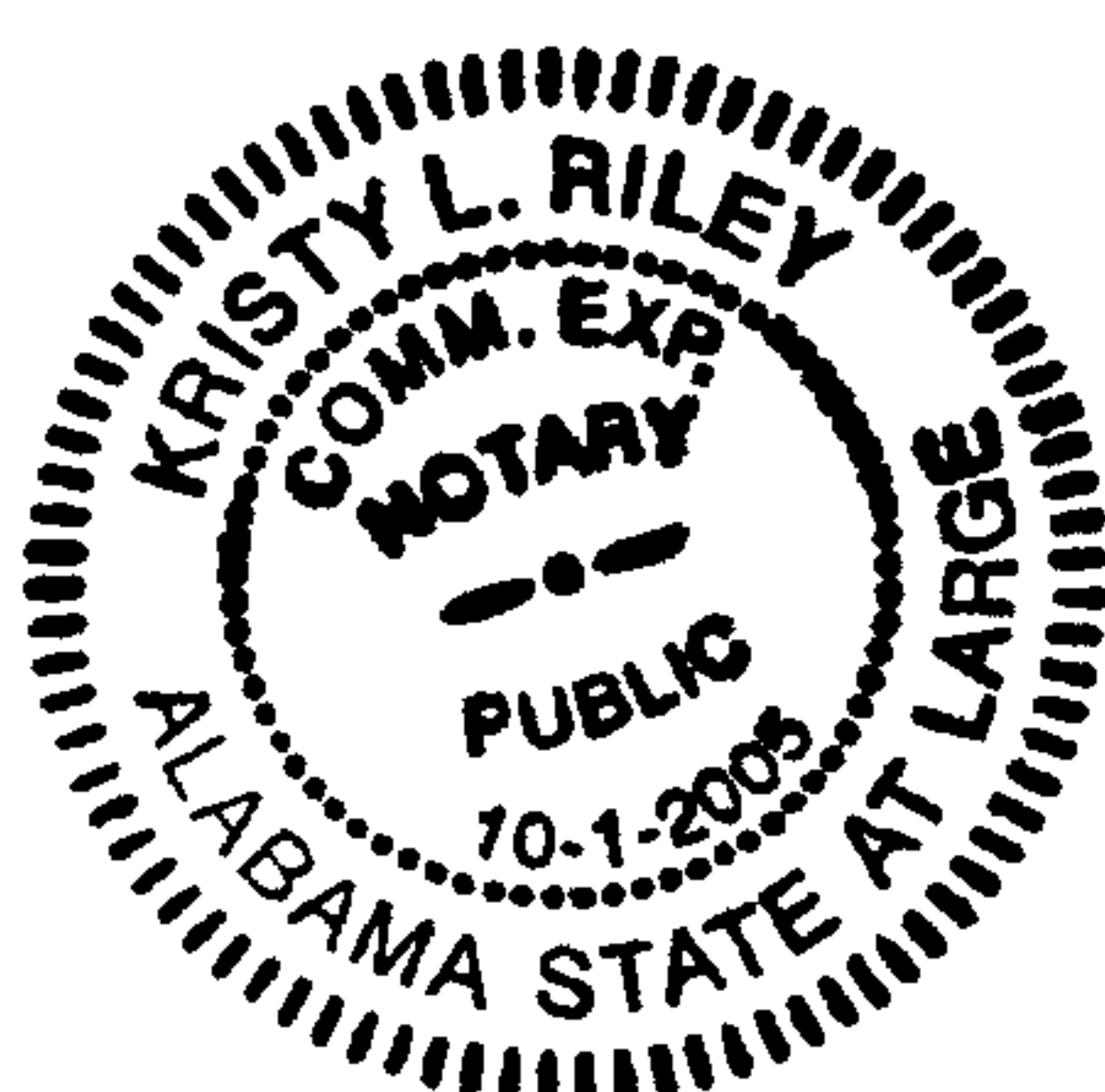
By: 

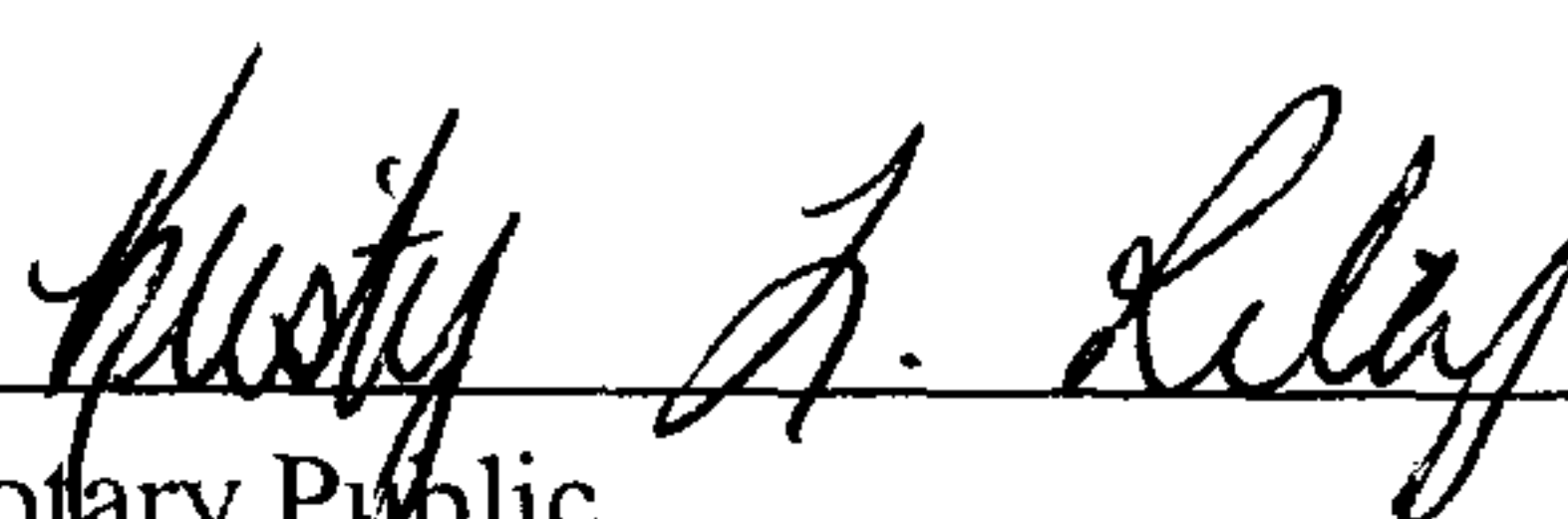
ANNA FIEVET, as Attorney-in-Fact

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Anna Fievet, as Attorney-in-fact for Designmark Builders, LLC, whose name 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 11th day of August, 2003.




Notary Public

My Commission expires: 10-1-05