

This instrument was prepared by:  
Clayton T. Sweeney, Esquire  
2700 Highway 280 East  
Suite 290E  
Birmingham, AL 35223

Send Tax Notice to:  
BOBBY L. BYNUM  
6433 Chrissy Drive  
Pinson, AL 35126

**STATUTORY WARRANTY DEED**

**STATE OF ALABAMA)  
COUNTY OF SHELBY)**

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of TWENTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$24,500.00) and other good and valuable consideration, paid to the undersigned grantor, **SOUTH GRANDE VIEW DEVELOPMENT COMPANY, INC.**, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **SOUTH GRANDE VIEW DEVELOPMENT COMPANY, INC.** (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto **BOBBY L. BYNUM** (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

See Exhibit "A" attached hereto and made a part hereof  
Mineral and mining rights excepted.

The above property is conveyed subject to:

(i) All valid and enforceable easements, covenants, conditions and restrictions of record, including, without limitation, that certain Declaration of Protective Covenants recorded in Instrument #1995-05892, Articles of Incorporation of Grande View Estates Homeowners' Association, Inc. recorded in Instrument #1995-05890 and By-Laws recorded in Instrument #1995-05891, in the Office of the Judge of Probate of Shelby County, Alabama (ii) the lien of ad valorem and similar taxes for 1995 and subsequent years, including any "roll-back" taxes and (iii) all matters that would be revealed by a current and accurate physical survey of the subject property.

The Grantor shall have a right of first refusal to purchase the property from the Grantee in the event the Grantee has not commenced construction on said lot within eighteen (18) months from the date of closing of the original purchase of the property described herein. Said right of first refusal shall be on the same terms and conditions contained in the original sales contract and reservation agreement. Grantee shall notify Grantor of his intent to either sell or not to build in writing by certified mail. Grantor shall have forty-five (45) days from the receipt of written notice of Grantee's intent to sell or not to build in order to close and re-purchase the property. In the event the Grantor does not respond within said forty-five (45) days, the right of first refusal shall terminate.

Neither Grantor nor any Agent makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Grantee has the obligation to determine, either personally or through or with a representative of Grantee's choosing, any and all conditions of the Property material to Grantee's decision to buy the Property, including without limitation, subsurface conditions, including the presence or absence of sinkhole, mining activity, wells, or buried tanks and other objects, soils conditions; utility and sewer availability and condition. Except as otherwise stated in the Contract, Grantee accepts the Property in its Present "AS IS" condition.

By their acceptance of this deed, Grantee hereby covenants and agrees for themselves and their heirs, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor 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 injuries to any All of the consideration was paid from the proceeds of a mortgage loan.

10/11/1995-28772  
09:21 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 17.00

CLAYTON T. SWEENEY, ATTORNEY AT LAW

Inst # 1995-28772

owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents, and employees of Grantor; (ii) the officers, directors, employees and agents of Grantor or trustees thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. 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 the Grantee.

Grantee does, for themselves, their heirs 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 runoff from disturbed areas from leaving the boundaries of the lot herein conveyed. Grantee further covenants to exercise Best Management Practices (BMP's) 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, subcontractors 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 herein conveyed for the collection of cost incurred in the installation, erection or maintenance of such measures provided guarantee 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** to the said Grantee, their heirs and assigns forever.

**IN WITNESS WHEREOF**, South Grande View Development Company, Inc. has caused this statutory warranty deed to be executed by its duly authorized officer this 19<sup>th</sup> day of **September, 1995**.

GRANTOR:

SOUTH GRANDE VIEW DEVELOPMENT  
COMPANY, INC.

BY: C-S

Charles S. Givianpour  
ITS: **President**

**STATE OF ALABAMA )**  
**COUNTY OF JEFFERSON )**

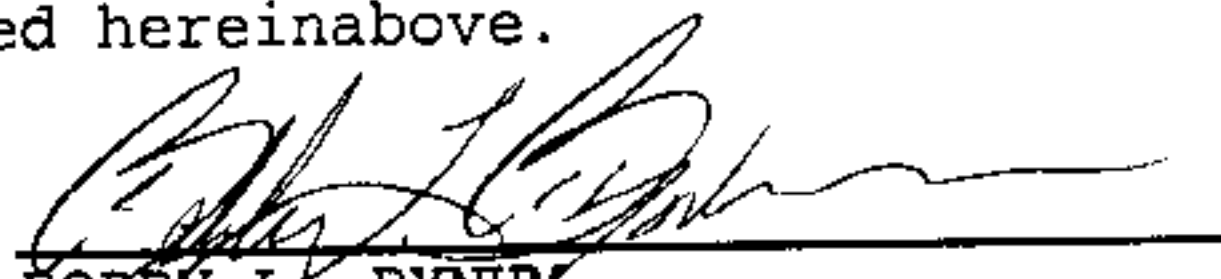
I, the undersigned, a Notary Public in and for said County in

said State hereby certify that **Charles S. Givianpour** whose name as **President** of South Grande View Development Company, Inc., is signed to the foregoing Deed; and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and office seal of office this the 19<sup>th</sup> day of **September, 1995**.

  
Notary Public  
My Commission Expires: 5-29-99

The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove.

  
BOBBY L. BYNUM

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **BOBBY L. BYNUM**, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 19<sup>th</sup> day of **September, 1995**.

  
Notary Public  
My Commission expires: 5-29-99

From the NE corner of Lot 30, Grandview Estates Givianpour Addition to Alabaster, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 19, Page 100, run in a westerly direction along the north line of said Lot 30 for a distance of 171.0 feet to an existing iron pin being the NW corner of said Lot 30; thence turn an angle to the right of 96 degrees 12 minutes 12 seconds and run in a northerly direction for a distance of 92.54 feet to an existing iron pin; thence turn an angle to the left of 6 degrees 09 minutes 08 seconds and run in a northerly direction for a distance of 62.51 feet to an existing iron pin; thence turn an angle to the left of 17 degrees 05 minutes 13 seconds and run in a northwesterly direction for a distance of 291.59 feet to an existing iron pin; thence turn an angle to the right of 3 degrees 26 minutes 04 seconds and run in a northwesterly direction for a distance of 80.0 feet to an existing iron pin being the point of beginning; thence turn an angle to the right of 2 degrees 44 minutes 19 seconds and run in a northwesterly direction for a distance of 99.21 feet to an existing iron pin; thence turn an angle to the right of 91 degrees 45 minutes 33 seconds and run in a northeasterly direction for a distance of 150.0 feet to an existing iron pin being on a curve, said curve being concave in an easterly direction and having a radius of 1455.87 feet and a central angle of 3 degrees 31 minutes 06 seconds; thence turn an angle to the right (90 degrees to tangent) and run in a southerly direction along the arc of said curve for a distance of 90.01 feet to an existing iron pin; thence turn an angle to the right and run in a southwesterly direction for a distance of 150.0 feet, more or less, to the point of beginning, being situated in Shelby County, Alabama.

Said parcel will be known as Lot 7, Grandview Estates, Givianpour Addition to Alabaster, 2nd Addition when the plat of said subdivision is recorded in the Probate Office of Shelby County, Alabama.

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