

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

Send Tax Notice to:
NEW HOPE BUILDERS, INC.
3152 Bradford Place
Birmingham, AL 35242

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of ~~_____~~
TWENTY-ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$21,500.00)
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 **NEW HOPE BUILDERS, INC.**,
(hereinafter referred to as "Grantee"), the following described
real estate (the "property"), situated in Shelby County, Alabama,
to-wit:

Lot 22, according to the Survey of Grande View
Estates, Givianpour Addition to Alabaster, as
recorded in Map Book 19, Page 100, in the
Probate Office of Shelby County, Alabama;
being situated in Shelby County, Alabama.

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.

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

Inst # 1995-30174

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CLAYTON T. SWEENEY, ATTORNEY AT LAW

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, 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 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 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 (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, its successors 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 10th day of **October, 1995**.

GRANTOR:

SOUTH GRANDE VIEW DEVELOPMENT
COMPANY, INC.


BY: Charles S. Givianpour

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.

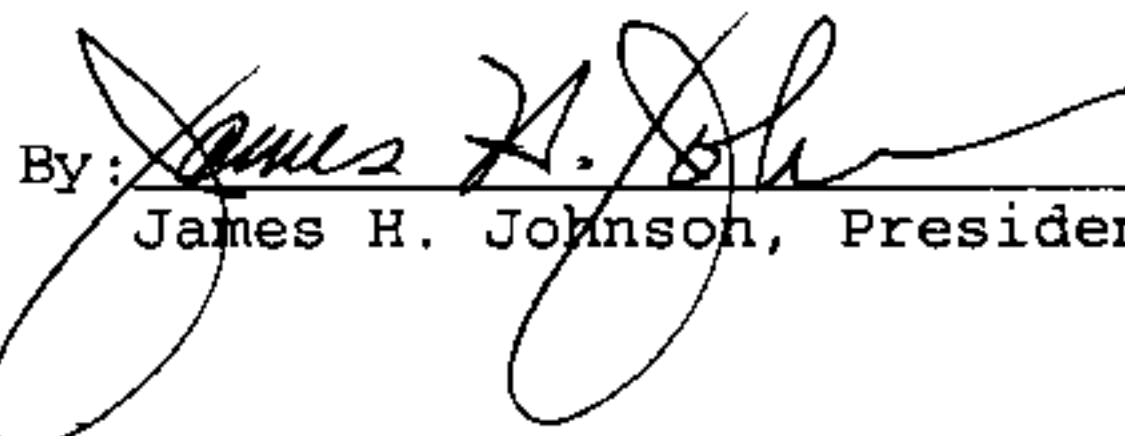
10th Given under my hand and office seal of office this the day of **October, 1995**.



Notary Public
My Commission Expires: 5-29-99

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

NEW HOPE BUILDERS, INC.


By: 

James H. Johnson, President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **James H. Johnson** whose name as President of **NEW HOPE BUILDERS, INC.** an Alabama corporation, 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 capacity as such officer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 11th day of **October, 1995**.



Notary Public
My Commission expires: 5-29-99

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