

STATUTORY WARRANTY DEED

Purchase Price: \$12,500

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

JEFFERSON COUNTY)

THIS STATUTORY WARRANTY DEED is executed and delivered on this 9th day of July, 1997, by **BWA DEVELOPMENT CORP.**, an Alabama corporation (hereinafter called "Grantor"), in favor of Amanda Shea Dyson and Ken Dyson (hereinafter called "Grantee").

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Ten and NO/100 Dollars (\$10.00), 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:

Commence at the northwest corner of the southeast 1/4 of the southwest 1/4 of Section 23, Township 20 South, Range 4 West, Shelby County, Alabama and run north 89°50'30" east along the north line of said 1/4-1/4 section for a distance of 692.40 feet to the point of beginning; thence continue along the last described course north 89°50'30" east for 479.73 feet; thence run south 19°24'28" east for 23.07 feet; thence run south 40°42'09" west for 377.91 feet; thence run south 36°30'23" west for 132.97 feet; thence run south 89°50'37" west for 24.93 feet; thence run north 36°30'23" east for 148.59 feet; thence run north 72°28'28" west for 206.11 feet; thence run north 21°48'11" east for 135.80 feet; thence run south 73°07'21" west for 82.35 feet; thence run south 21°48'11" west for 82.81 feet; thence run north 80°35'50" west for 50.00 feet; thence run north 21°49'52" east for 214.29 feet to the point of beginning, containing 2.48 acres.

Subject to:

1. Ad valorem taxes due payable October 1, 1998, and all years thereafter;
2. Mineral and mining rights not owned by the Grantor.

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 are 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 order to install, erect or maintain the appropriate measures to meet or exceed Best Management Practices for the control of pollutants or siltation

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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 costs 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 the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned Grantor, BWA DEVELOPMENT CORP., has executed this instrument as of the day and year first above written.

BWA DEVELOPMENT CORP., an Alabama
corporation

By: Hunter Williams
Its V.P.

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Hunter Williams, whose name as Executive Vice President of BWA DEVELOPMENT CORP., 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, 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 official seal this the 9th day of July, 1997.

[NOTARIAL SEAL]

Deborah J. Chilton
Notary Public
My Commission Expires: 5-10-99

THIS INSTRUMENT WAS PREPARED BY:

Hunter Williams
Brigham-Williams & Associates, Inc.
200 Union Hill Drive
Suite 301
Birmingham, Alabama 35209

SEND TAX NOTICE TO:

Mr. Ken Dyson
155 Quail Creek Road
Helena, AL 35080

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