

This instrument was prepared by:

Mark E. Hoffman, Esquire
1300 20th Street South, Suite 302
Birmingham, AL 35205

Send Tax Notice to:

Birdwell Building Co., Inc.

P.O. Box 36455
B'ham, AL 35236

GENERAL WARRANTY DEED

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY)

That in consideration of SEVENTY-THREE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$73,800.00) to the undersigned GRANTOR, PW DEVELOPMENT PARTNERS, L.L.C., an Alabama Limited Liability Company, (herein referred to as "Grantor") in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto BIRDWELL BUILDING CO., INC. (herein referred to as "Grantee"), the following described real estate situated in Shelby County, Alabama, to-wit:

Lots 27 and 49, according to the map and survey of Meadow Brook Cluster Homes, 2nd Sector, as recorded in Map Book 22, Page 110, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to:

1. The lien of Ad Valorem taxes for the year 1997 are a lien but neither due nor payable until October 1, 1997.

2. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Volume 66, Page 34; Volume 32, Page 48 and Volume 28, Page 581.

3. Covenants and restrictions as recorded in Volume 23, Page 621; Volume 121, Page 931 and in Volume 216, Page 538.

4. Right of Way to Alabama Power Company as recorded in Volume 75, Page 649 and in Volume 171, Page 714.

5. Building lines, easements, rights of way, greenbelt buffer, restrictions and conditions as recorded in Map Book 22, Page 110.

The entire purchase price was paid by execution of a purchase money mortgage simultaneously herewith.

TO HAVE AND TO HOLD to the said Grantee, its heirs and assigns, forever.

The entire purchase price above was paid by proceeds of mortgage loan closed simultaneously herewith.

Inst # 1997-26498
08/19/1997-26498
12:56 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
12:00

Inst # 1997-26498

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, its heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will, and its successors and assigns shall warrant and defend the same to the said Grantee, its heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its Managing Member, who is authorized to execute this conveyance, hereto set its signature and seal, this the 23rd day of July, 1997.

PW DEVELOPMENT PARTNERS, L.L.C.

By: Michael D. Green
Its Managing Member

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Michael D. Green whose name as Managing Member of PW Development Partners, L.L.C., an Alabama Limited Liability Company, 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, Michael D. Green as such Managing Member and with such authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand and official seal this 29th day of July, 1997.

Wm. H. Hallock
Notary Public
My Commission Expires: 4/21/2000

Inst # 1997-26498

2

08/19/1997-26498
12:56 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 12.00