

THIS INSTRUMENT PREPARED BY:

Susan J. Reeves
McKAY MANAGEMENT CORPORATION
One Riverchase Office Plaza, Suite 200
Birmingham, Alabama 35244
(205) 733-6700

The purchase price stated herein was
paid from the proceeds of a mortgage
loan closed simultaneously herewith.

Inst # 1998-40036

STATE OF ALABAMA)

COUNTY OF SHELBY)

10/14/1998-40036
08:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CRH 14.50

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of FIFTY FIVE THOUSAND DOLLARS AND 00/100 (\$55,000.00) in hand paid by WAYNE DUTTON CONSTRUCTION CO., INC. (hereinafter referred to as "GRANTEE"), to the undersigned, BW & MMC, L.L.C., an Alabama limited liability company, (hereinafter referred to as "GRANTOR"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents grant, bargain, sell and convey unto the said GRANTEE, the following described real estate (the "Property") situated in Shelby County, Alabama:

Lots 120 and 143, according to the survey of Lake Forest, First Sector, as recorded in Map Book 24, Page 62, in the Office of the Judge of Probate of Shelby County, Alabama.

Such land is conveyed subject to the following:

1. The lien for ad valorem taxes due and payable October 1, 1998.
2. Mineral and mining rights not owned by GRANTOR.
3. Any applicable zoning and other land use ordinances and related rights, privileges, waivers and releases.
4. Easements, rights of way, reservations, agreements, restrictions and setback lines of record.
5. The Declaration of Protective Covenants, Lake Forest (First Sector), recorded in Instrument #1998-28392, in the Office of the Judge of Probate of Shelby County, Alabama.
6. Grantor has not made and specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning the nature and condition of the Property including, but not limited to, the water, soil, sub-soil conditions and geology of the Property, and the suitability thereof for any and all activities and uses which Purchaser may elect to conduct thereon. Grantee expressly acknowledges that no such other warranties or representations have been made by or on behalf of Grantor. It is expressly understood and agreed that with respect to the physical condition of the Property, the Property is being sold hereunder "AS IS" and "WITH ALL FAULTS", without any representation or warranty by Grantor. GRANTOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO (1) THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY

REGARDING HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR (2) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA PROVIDED OR TO BE PROVIDED BY GRANTOR TO GRANTEE. Grantee expressly acknowledges to Grantor that Grantee has made its own independent inspections and investigations of the Property and has purchased the Property (i) based solely upon and in reliance upon its own independent inspections and investigations of the Property, and (ii) without relying upon any representation, warranty or agreement by Grantor, its agents or contractors, or by any other person or entity purporting to act or speak for or on behalf of Grantor with respect to the condition of the Property or any part thereof. Grantee, for itself and its heirs, successors and assigns, waives and releases all claims of every nature whatsoever, present and future, against Grantor based upon or in connection with the condition of the Property, the soil or the sub-soil conditions, including but not limited to the presence of any underground mines, tunnels or sinkholes, or any subsidence of the surface of the Property related thereto or caused thereby, and hereby releases Grantor from any liability whatsoever with respect thereto. The provisions of this paragraph shall run with the land and shall be binding upon Grantee and all subsequent owners of the Property or any part thereof.

TO HAVE AND TO HOLD unto GRANTEE, its heirs, personal representatives, successors and assigns, forever.

IN WITNESS WHEREOF, the GRANTOR has caused this conveyance to be executed by each of its members by their respective duly authorized officers effective on this the 7th day of October, 1998.

BW & MMC, L.L.C.
an Alabama Limited Liability Company

Witness:

Josh McKay

BY: McKay Management Corporation
Its Member

BY: [Signature]
Its

Witness:

Josh McKay

BY: BRIGHAM-WILLIAMS, INC.
Its Member

BY: [Signature]
Its Chairman

STATE OF ALABAMA)

COUNTY OF)

I, Susan J. Reeves, a Notary Public in and for said County, in said State hereby certify that Joseph E. McKay, whose name as President of McKay Management Corporation, a corporation, as member of BW & MMC, L.L.C., a 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as member as aforesaid.

Given under my hand and official seal, this the 8th day of October, 1998.

Susan J. Reeves
Notary Public

My Commission expires:

MY COMMISSION EXPIRES JUNE 27, 2002

Inst # 1998-40036

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STATE OF ALABAMA)

COUNTY OF)

I, Susan J. Reeves, a Notary Public in and for said County, in said State, hereby certify that Thomas H. Brigham, Jr., whose name as Chairman of Brigham-Williams, Inc., a corporation, as Member of BW & MMC, L.L.C., a 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as member as aforesaid.

Given under my hand and official seal, this the 8th day of October, 1998.

Susan J. Reeves
Notary Public

My commission expires:

MY COMMISSION EXPIRES JUNE 27, 2002