

THIS INSTRUMENT PREPARED BY:

Jada R. Hilyer  
McKAY MANAGEMENT CORPORATION  
One Riverchase Office Plaza, Suite 200  
Birmingham, Alabama 35244  
(205) 733-6700

Inst. # 2000-04094

02/09/2000-04094  
09:41 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 C11 12.00

STATE OF ALABAMA )

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of TWO HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED AND 00/100 (\$269,500.00) in hand paid by **HPH PROPERTIES, INC.**, an Alabama corporation. (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 101, 102, 105, 108, 109, 110, and 111, 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, 2000.
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 3<sup>rd</sup> day of February, 2000.

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

Witness:

BY: McKay Management Corporation  
its Member

Mary Lewis

BY: [Signature]

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, Jada Renee Hign, 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 3<sup>rd</sup> day of February, 2000.

Jada Renee Hign  
Notary Public

My Commission expires:

November 8, 2003

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