

THIS INSTRUMENT PREPARED BY:

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

SEND TAX NOTICE TO:
Bill Cleckley Const &
Framing, Inc.
438 County Rd #89
Clanton, AL 35046

Rerecorded to
correct Instrument number in Item #5
to read #2000-12080.

STATE OF ALABAMA)
COUNTY OF SHELBY)

**Full amount of Warranty Deed paid
from proceeds of Mortgage Deed
filed simultaneously.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of TWENTY-
EIGHT THOUSAND FIVE HUNDRED AND NO/100 (\$28,500.00) in hand paid by BILL CLECKLEY
CONSTRUCTION AND FRAMING CO., 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:

Lot 301, according to the survey of Lake Forest, Third Sector, as recorded in Map Book 26, Page
143, 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 (Second and Third Sectors),
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

08/31/2000-30019
11:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE SNA 12:00

Inst # 2000-30019

05/24/2000-16999
09:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE MHS 12:00

Inst # 2000-16999

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 18th day of May, 2000.

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

Witness:

Mary Louise

BY: McKay Management Corporation
Its Member

BY:

[Signature]

Inst # 2000-30019

08/31/2000-30019
11:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SNA 12.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Jada Renee Hilg, 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 18th day of May, 2000.

Jada Renee Hilg
Notary Public

My Commission expires:

11-08-2003

Inst # 2000-16999

05/24/2000-16999
09:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NWS 12.00