

STATE OF ALABAMA

COUNTY OF SHELBY

This instrument prepared by:
David Bowen Hughes, Esquire
KAUFMAN & ROTHFEDER, P.C.
Post Office Drawer 4540
Montgomery, Alabama 36103-4540
(334) 244-1111 (FAX) 244-1969

SECOND CORRECTIVE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations, to the undersigned grantors in hand paid by the grantee herein, the receipt of which is hereby acknowledged, the undersigned **David M. Folmar and Sherri H. Folmar**, husband and wife (hereinafter referred to as "Grantors"), do hereby grant, bargain, sell and convey unto **HMW Investments, L.L.C.**, an Alabama limited liability company (hereinafter referred to as "Grantee"), its successors and assigns, the following described real estate situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A," ATTACHED HERETO.

This deed is re-recorded in order to correct a defective acknowledgment contained in that certain Warranty Deed dated January 2, 1997 and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Number 1998-23436 AND in order to attach the legal description mistakenly omitted from the Corrective Warranty Deed dated October 13, 2000 and recorded in the aforesaid probate office as Instrument Number 2000-44677.

This conveyance is made subject to all restrictions, reservations, easements, and/or rights-of-way which appear of record affecting title to the above described property, any applicable municipal zoning ordinances, and the lien for ad valorem tax against said property for the current year and all years thereafter.

Ad valorem tax notices should be mailed to the Grantee at the following address: c/o HMW Investments, L.L.C., Post Office Box 1891, Montgomery, Alabama 36102-1891.

The preparer of this deed has acted only as a scrivener and has not examined title to the property transferred herewith.

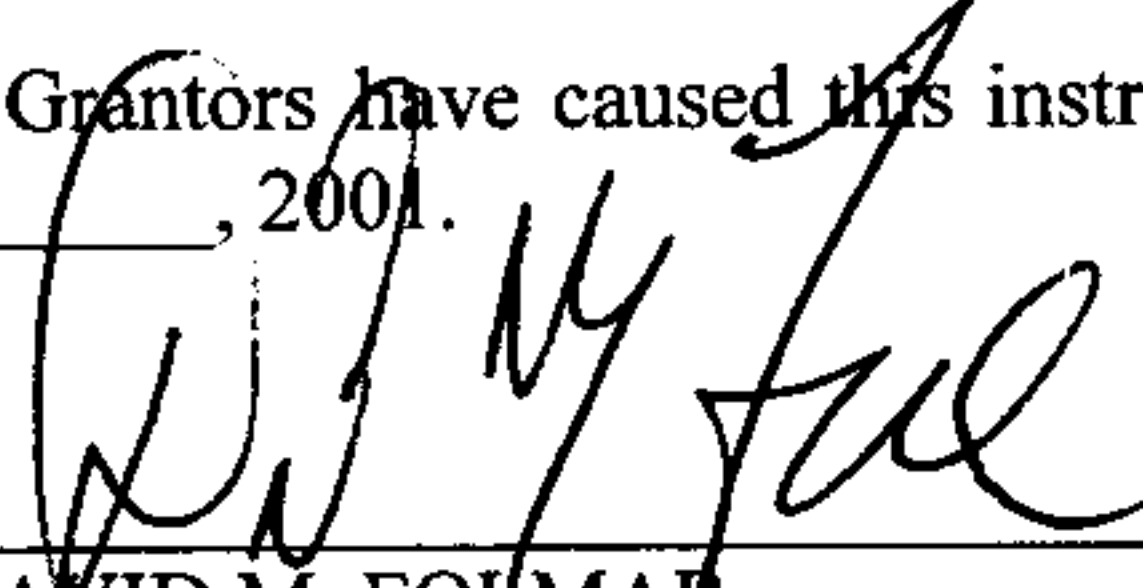
TO HAVE AND TO HOLD the aforegranted premises to the said Grantee, its successors and assigns, **FOREVER.**

And Grantors do covenant with the said Grantee, its successors and assigns, that Grantors are lawfully seized in fee simple of the aforementioned premises; that said premises are free of all encumbrances, unless otherwise stated above; that Grantors have a good right to sell and convey the same to the said Grantee, its successors and assigns; and that Grantors will **WARRANT** and **DEFEND** the premises to the said Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons, except as hereinabove provided.

07/10/2001-28719
02:18 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 KB 18.00

Inst # 2001-28719

IN WITNESS WHEREOF, the undersigned Grantors have caused this instrument to be executed as of this the 30th day of May, 2001.



DAVID M. FOLMAR L.S.



SHERRI H. FOLMAR L.S.

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David M. Folmar, whose name is signed to the foregoing Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day same bears date.

Given under my hand and official seal of office this 30th day of May, 2001.

(S E A L)



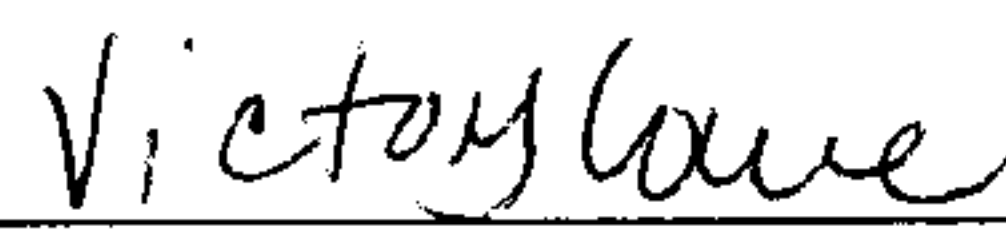
Notary Public
My Commission Expires MY COMMISSION EXPIRES DECEMBER 12, 2004

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Sherri H. Folmar, whose name is signed to the foregoing Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day same bears date.

Given under my hand and official seal of office this 30th day of May, 2001.

(S E A L)



Notary Public
My Commission Expires: MY COMMISSION EXPIRES DECEMBER 12, 2004

EXHIBIT "A"

Parcel 1:

A part of the NW 1/4 of Section 17, Township 19 South, Range 2 West, more particularly described as follows: Begin at the NW corner of the SE 1/4 of the NW 1/4 of Section 17, Township 19 South, Range 2 West; thence run North 89 degrees 18' 34" West along the North line of the SW 1/4 of the NW 1/4 a distance of 1,255.75 feet; thence North 03 degrees 46' 23" West a distance of 300.42 feet; thence run North 23 degrees 41' 26" East a distance of 182.26 feet; thence run North 35 degrees 50' 05" East a distance of 225.25 feet; thence run North 48 degrees 51' 48" East for a distance of 20.16 feet; thence run South 59 degrees 15' 49" East a distance of 842.66 feet; thence run North 73 degrees 15' 40" East a distance of 164.62 feet; thence run South 40 degrees 11' 52" East a distance of 64.02 feet; thence run South 55 degrees 55' 35" East a distance of 418.79 feet; thence run South 57 degrees 06' 41" West a distance of 255.00 feet to the West line of the SE 1/4 of the NW 1/4 of said Section 17; thence run North 00 degrees 23' 21" West along the West line of said 1/4 1/4 Section a distance of 127.59 feet to the point of beginning. Subject to a joint ingress and egress easement situated along the most Northerly corner, being 30.00 feet in width following along the existing road leading to Acton Fjord.

Parcel 2:

Lot 120, according to the survey of Sandpiper Trail Subdivision, Sector III, as recorded in Map Book 11, Page 121, in the Probate Office of Shelby County, Alabama.

Inst. # 2001-28719

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