

SEND TAX NOTICE TO:

(Name) Joey H. Park, Inc.

(Address) \_\_\_\_\_

**STATUTORY WARRANTY DEED**

STATE OF ALABAMA                    )  
                                              :  
COUNTY OF SHELBY                )

  
20021210000617500 Pg 1/1 45.00  
Shelby Cnty Judge of Probate, AL  
12/10/2002 10:39:00 FILED/CERTIFIED

**KNOW ALL MEN BY THESE PRESENTS:** That, for and in consideration of **Thirty-three thousand and nine hundred dollars (\$33,900.00)**, and other good and valuable consideration, this day in hand paid to the undersigned **Bear Creek Ridge, An Alabama Limited Liability Company** (hereinafter referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt whereof is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell and convey unto **Joey H. Park, Inc.** (herein referred to as GRANTEE), the following described real estate, situated in **Shelby County, Alabama**, to-wit:

**Lot #25, According to the survey of Bear Creek Ridge, Sector II (Resurvey of Lot 3A, as recorded in Map Book 25, Page 75), as recorded in Map Book 25, Page 80, in the Probate Office of Shelby County, Alabama. LESS AND EXCEPT ALL MINERAL AND MINING RIGHTS**  
**The real estate described herein is sold "AS-IS".**

Subject to the following:

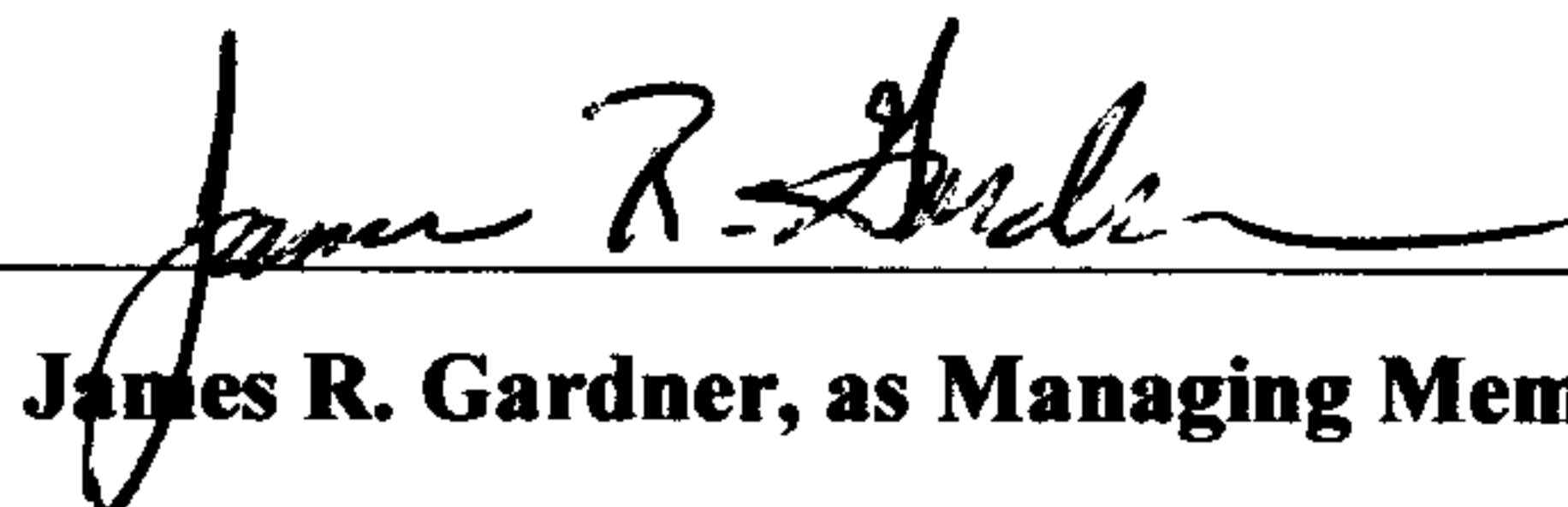
- 1.) The reservation and condition that the Grantee, for itself and on behalf of its successors, assigns, contractors, permittees, licensees, and lessees, hereby releases and forever discharges Grantor, its successors and assigns, from any and all liability claims and causes of action whether arising at law (by contract or in tort) or in equity because of past or future subsidence, if any, of the land herein conveyed, and any and all damage or destruction of property and injury to or death of any person by reason of past mining and removal of minerals from the land herein conveyed and/or adjacent and nearby lands.
- 2.) Protective Covenants recorded as Instrument #1999-16693, and First Amendment to Declaration of Protective Covenants Bear Creek Ridge which are in the process of being recorded, in the Office of the Judge of Probate of Shelby County, Alabama.
- 3.) Fire dues payable to Chelsea Fire District, if any.
- 4.) Current ad valorem taxes for 2003 tax year (due and/or payable October 1, 2003), fire dues, easements, restrictions, protective covenants, and right-of-ways of record.
- 5.) Right(s) of Way(s) grated to South Central Bell Telephone and Telegraph Company by Instrument(s) recorded in Deed Book 342 page 825 and corrected in Deed Book 346 page 349 in the Probate Office.
- 6.) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 81 page 417 in the Probate Office.
- 7.) Restrictive Covenants and Grant of Land easement as set out in Instrument No. 199-22204 in the Probate Office.

All items contained and/or referred to herein shall run with the land and be binding on all present and future owner(s) of Lot 25, Bear Creek Ridge Sector II.

TO HAVE AND TO HOLD, To the said GRANTEE, and its successors and assigns forever.

IN WITNESS, WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 14 th day of November, 2002.

**Bear Creek Ridge, L. L. C.**

 (SEAL)  
**James R. Gardner, as Managing Member**

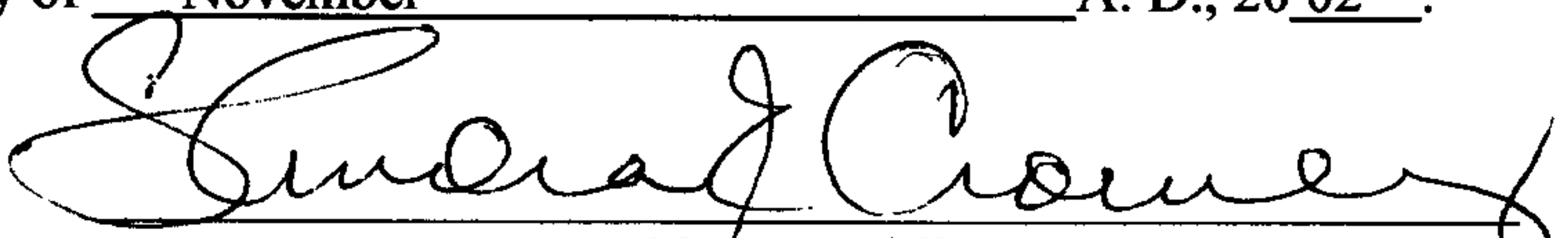
**STATE OF ALABAMA**

SHELBY COUNTY }

**General Acknowledgment**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James R. Gardner, whose name as Managing Member of the Bear Creek Ridge, 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, he, as such member and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand and official seal this 14th day of November A. D., 20 02.

  
Notary Public  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES: 2/24/2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.