

SEND TAX NOTICES TO:
Build-All Construction, Inc.
2055 Highway 93
Helena, AL 35080


20030513000298930 Pg 1/2 15.00
Shelby Cnty Judge of Probate, AL
05/13/2003 14:48:00 FILED/CERTIFIED

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Twenty-Eight Thousand and No/100 Dollars (\$ 28,000.00) and other good and valuable consideration to the undersigned grantor, in hand paid by the grantee herein, the receipt of which is hereby acknowledged, LINDSEY DEVELOPMENT COMPANY, L.L.C., (herein referred to as "Grantor"), hereby grants, bargains, sells, and conveys unto BUILD-ALL CONSTRUCTION, INC., (herein referred to as "Grantee") the following described land, subject to the conditions and limitations contained herein, situated in Shelby County, Alabama, to wit:

Lot 109, according to the Map and Survey of Stage Coach Trace, Sector 1, as recorded in Map Book 25, Page 24 A, B and C, in the Probate Office of Shelby County, Alabama.

Mineral & mining rights excepted.

Said land is conveyed subject to the following:

1. Real Estate ad valorem taxes due and payable for the current year, and any other taxes, charges, and assessments of the levying jurisdictions.
2. Any applicable zoning ordinances and subdivision regulations, or other ordinances, laws, and regulations.
3. Any existing leases, licenses, agreements, restrictions, easements, rights-of-way, or encroachments.
4. All matters of public record affecting said land.
5. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of said land.
6. Mineral and mining rights not owned by Grantor.
7. Building setback line(s) of public record affecting said land.
8. Public utility easement(s) of public record affecting said land.
9. Declaration of Protective Covenants of Stage Coach Trace (First Sector) recorded in Instrument Numbers 1998-31624 and 1999-4656, in the Office of the Judge of Probate of Shelby County, Alabama and any amendments thereto.
10. 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 and geological conditions of the Property, and the suitability thereof for any and all activities and uses which Grantee may elect to conduct thereon. Grantee expressly acknowledges that no such other warranties, guaranties 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 or on behalf of Grantor. GRANTOR HAS NOT MADE OR DOES NOT HEREBY MAKE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY 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 any interest in the Property or any part thereon and shall have no 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 any interest in the Property or any part thereof.

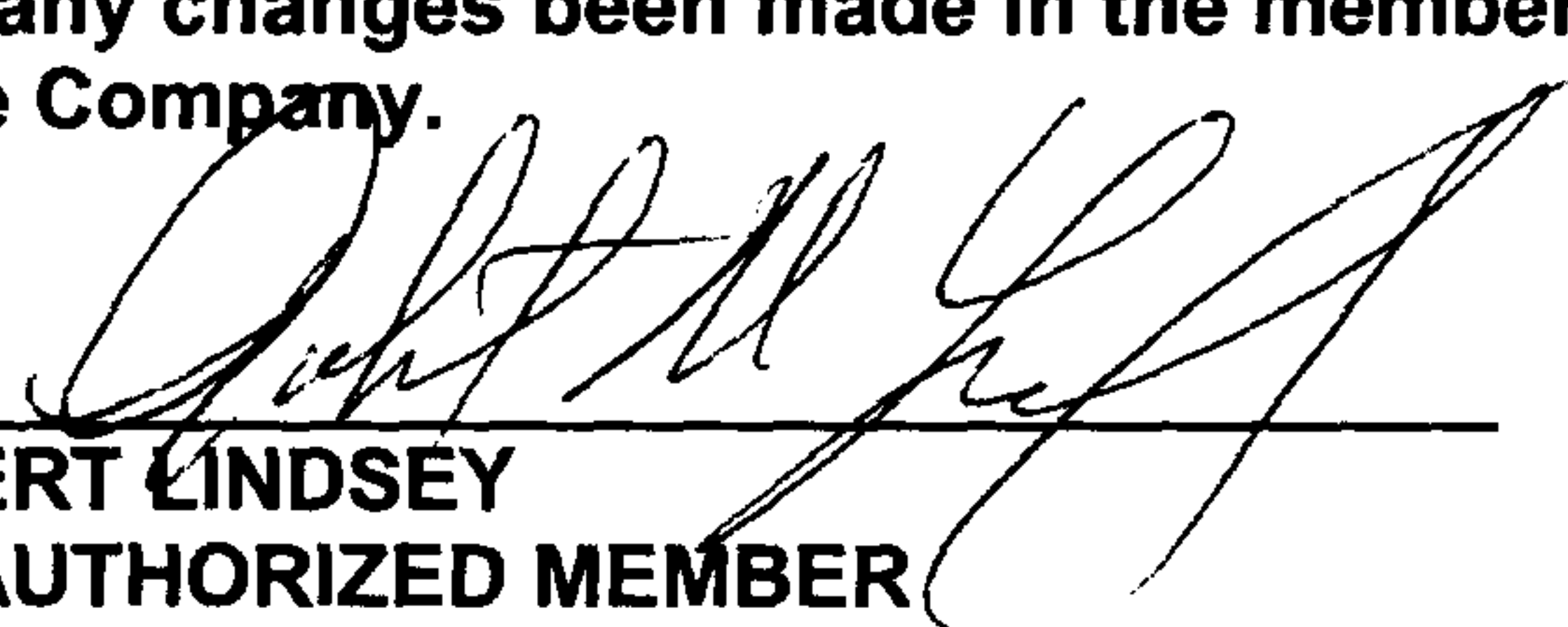
TO HAVE AND TO HOLD unto Grantee and to Grantees successors and assigns forever.

And said Grantor does for itself, its successors and assigns, covenant with said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances unless otherwise noted above, that it has good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons claiming by or under Grantor.

IN WITNESS WHEREOF, the Grantor has caused this conveyance by its duly authorized member effective this 7th day of May, 2003.

LINDSEY DEVELOPMENT COMPANY, L.L.C.
An Alabama limited liability company
By his signature below the undersigned
Certifies that no amendments have been
Made to the Articles of Organization nor
Have any changes been made in the membership
Of the Company.

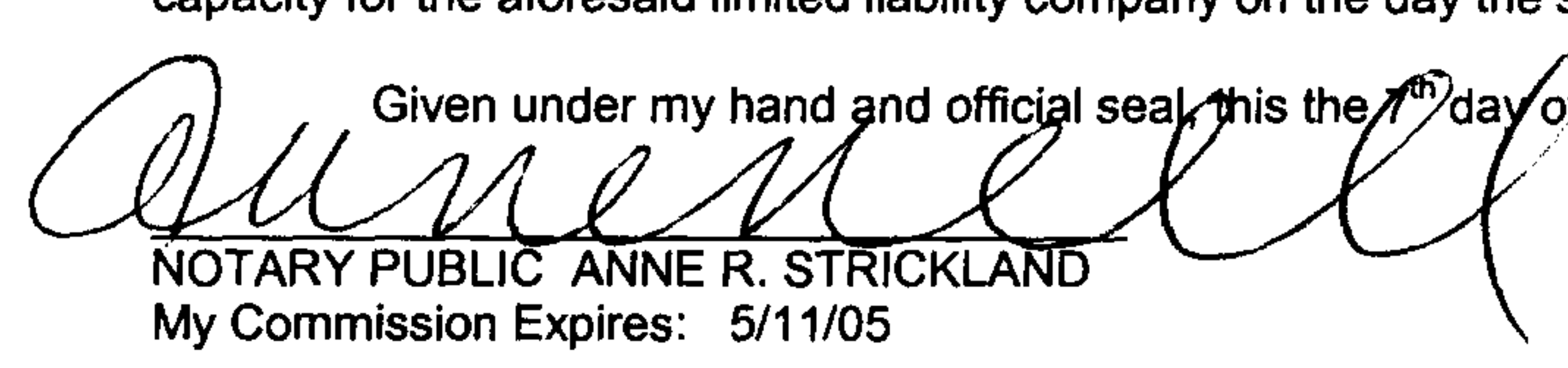
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BY: 
ROBERT LINDSEY
ITS: AUTHORIZED MEMBER

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert Lindsey, whose name as Authorized Member of Lindsey Development Company, L.L.C., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily in his capacity for the aforesaid limited liability company on the day the same bears date.

Given under my hand and official seal, this the 7th day of May, 2003.


NOTARY PUBLIC ANNE R. STRICKLAND
My Commission Expires: 5/11/05

THIS INSTRUMENT PREPARED BY:
Anne R. Strickland, Attorney at Law
5330 Stadium Trace Parkway, Suite 250
Birmingham, Alabama 35244