

THIS INSTRUMENT PREPARED BY:
Kristy Liggan Riley, LLC
1950 Stonegate Drive, Suite 150
Birmingham, Alabama 35242

SEND TAX NOTICE TO:
Bryan C. Eaves and Susan M. Eaves
1543 Wingfield Court
Birmingham, AL 35242

STATE OF ALABAMA
SHELBY COUNTY

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Three Hundred Eighty Thousand and no/100 Dollars (\$380,000.00) to **BRADY RESIDENTIAL CONSTRUCTION, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **BRYAN C. EAVES AND SUSAN M. EAVES** (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto Grantee, subject to the covenants, conditions and other matters set forth below, the real estate situated in Shelby County, Alabama, more particularly described as follows (the "Property"):

Lot 1623, according to the Survey of Brook Highland, 16th Sector, Phase II, as recorded in Map Book 28, page 16, as recorded in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Taxes and assessments for the year 2003, and taxes for subsequent years, not yet due and payable.
2. Easement(s), building line(s) and restriction(s) as shown on recorded map.
3. Restrictions as shown on recorded map.
4. Declaration of Protective Covenants for the "Watershed Property" which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development: all of said covenants, restrictions and conditions being set out in instrument recorded in Real 194 page 54 in Probate Office.
5. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Brook Highland, as set out in instrument recorded in Real 194 page 254 in Probate Office, along with Articles of Incorporation as recorded in Real 194 page 281 and By-Laws recorded in Real 194 page 287-A in Probate Office. Along with Supplemental Protective Covenants as set out instruments to be recorded in Probate Office of Shelby County, Alabama and as set out by Map Book 28 page 16 in Probate Office.
6. A Deed and Bill of Sale from AmSouth as Ancillary Trustee to the Water Works and Sewer Board of the City of Birmingham conveying the sanitary sewer trunkline, pipelines force mains, gravity flow mains, etc. located under the surface of subject land, as shown by real 194 page 404 along with an easement for sanitary sewer lines and water lines as set out in Real 194 page 1 and 20 in the Probate Office.
7. Easement and Agreement Between AmSouth Bank, N.A. as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for Public Employees Retirement System of Ohio and the Water Works and Sewer Board of the City of Birmingham, as set out in instrument recorded in Real 194 page 1 and Real 194 page 40 in Probate Office.
8. Drainage Agreement between AmSouth Bank, N.A. as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates as set out in Real 125 page 238 dated April

14, 1987 in Probate Office.

9. Reciprocal Easement Agreement between AmSouth Bank, N.A. as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987 and recorded in Real 125 page 249 and Real 199 page 18 in the Probate Office.
10. Title to minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating hereto, including rights set out in Deed Book 32 page 48 and Deed Book 127 page 140, Deed Book 121 page 294 and Deed Book 178 page 521 in Probate Office.
11. Restrictive covenants with regard to underground transmission installation by Alabama Power as recorded in Real 181 page 995 in Probate Office.
12. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 28 page 16 in Probate Office.
13. Subdivision restrictions shown on recorded plat in Map Book 28 page 16.
14. Easement to Water Works & Sewer Board recorded in Real 252 page 210 in Probate office.
15. Brook Highland Common Property Declaration of Covenants, Conditions, and Restrictions as set out in Real 307 page 950 and 1st Supplemental in Inst. 1998-40199 in Probate Office.
16. Easements as shown by recorded plat, including 10 feet on the southerly side of said lot.
17. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities and limitations, as applicable, as set out in and as referenced in deed (s) recorded in inst. No. 20021217000630810 in the Probate office.
18. Building setback line of 35 feet reserved from Warrington Circle and Wingfield Court as shown by plat.
19. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Volume 33, Page 542 and Volume 236, Page 103.

TO HAVE AND TO HOLD unto Grantees, subject to the matters described above, for and during their joint lives as joint tenants and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

By acceptance of this Deed, Grantee hereby covenants and agrees for itself and its heirs, successors, assigns, licensees, lessees, employees and agents that the Released Parties shall not be liable for, and no action shall be asserted against the any of the Released Parties for loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of past or future injuries to any owner, occupant or other person in or upon the Property, which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation, underground mines, sinkholes or other geological formations or conditions) under or on the Property or any other property now or hereafter owned by any of the Released Parties, whether contiguous or non-contiguous to the Property sold hereunder. For purposes of this paragraph, the term "Released Parties" shall mean and refer to (i) Brady Residential Construction, LLC; (ii) the agents, employees, contractors and subcontractors of Brady Residential Construction; (iii) any successors and assigns of Brady Residential Construction; (iv) the City of Vestavia Hills, Alabama, a municipal corporation, its officials, agents, employees and contractors, and any and all other political subdivisions, governmental entities, agencies, authorities, and/or bodies. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations or other entities holding under or through Grantee.

IN WITNESS WHEREOF, Grantor, BRADY RESIDENTIAL CONSTRUCTION, LLC, has caused this conveyance to be executed by its duly authorized Representative as of the 24th day of April, 2003.

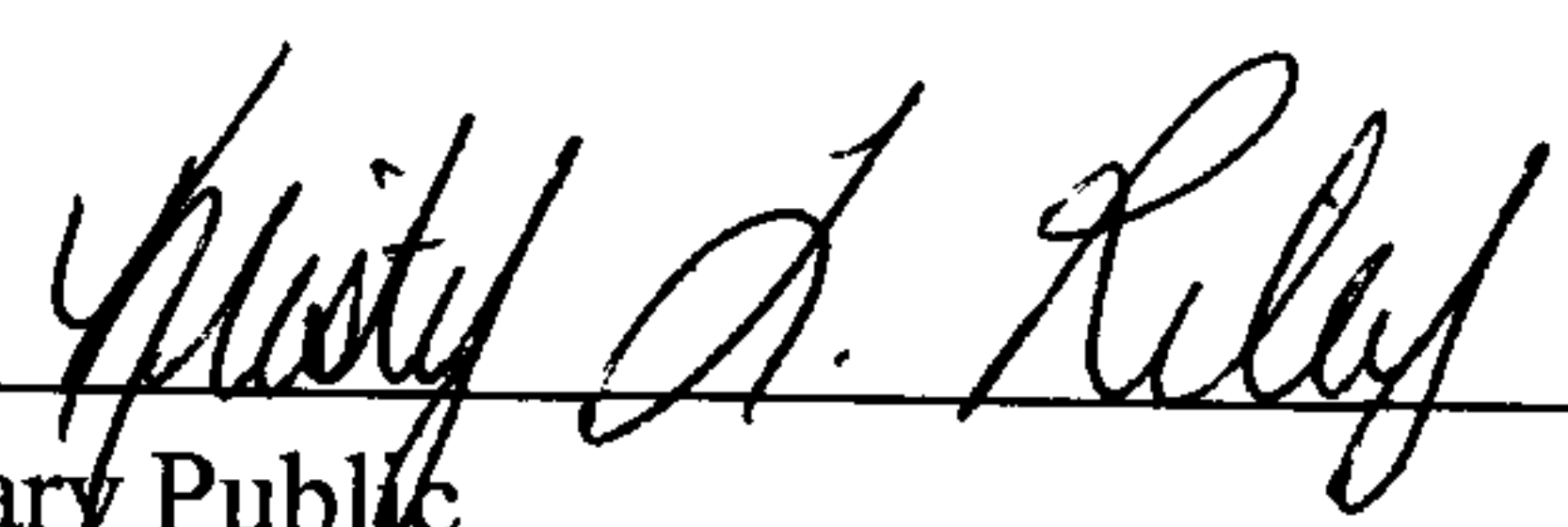
BRADY RESIDENTIAL CONSTRUCTION, LLC

By: 
DAVID BRADY, MANAGER

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that DAVID BRADY as Manager of Brady Residential Construction, LLC, whose name 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, in such capacity 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 24th day of April, 2003.


Notary Public
My Commission expires: 10-1-05