

This instrument was prepared by:
Clayton T. Sweeney, Attorney
2700 Highway 280 East, Suite 160
Birmingham, AL 35223

Send Tax Notice To:
Clem Douglas Burch
5104 Cyrus Circle
Birmingham, AL 35242

STATE OF ALABAMA)
: **STATUTORY WARRANTY DEED**
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of **One Hundred Thousand and 00/100 (\$100,000.00)**, and other good and valuable consideration, this day in hand paid to the undersigned **Eddleman Properties, Inc., an Alabama corporation** (hereinafter referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEE, **Clem Douglas Burch**, (hereinafter referred to as GRANTEE), his heirs and assigns, the following described Real Estate, lying and being in the County of **Shelby**, State of Alabama, to-wit:

Lots 110A, 111A and 112A, according to a Resurvey of Lots 110, 111 & 112, Meadow Brook Highlands, as recorded in Map Book 20, Page 52, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Subject To:

Ad valorem taxes for 2003 and subsequent years not yet due and payable until October 1, 2003. Existing covenants and restrictions, easements, building lines and limitations of record.

The undersigned Grantor and Grantee agree that upon the sale or transfer of title to each of the above described lots that Grantee shall pay to Eddleman Properties, Inc. the sum of \$20,000.00 per lot as commission in connection with real estate services rendered.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge 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 with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. The Grantee(s) agree(s) that he (she) (they) is (are) acquiring the Property "AS IS", without any representation or warranty on the part of Grantor other than as to title. Further, the Grantee, its successors and assigns hereby acknowledges that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents and employees of Grantor; (ii) the officers, directors, employees and agents of general partners of Grantor or partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. 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.

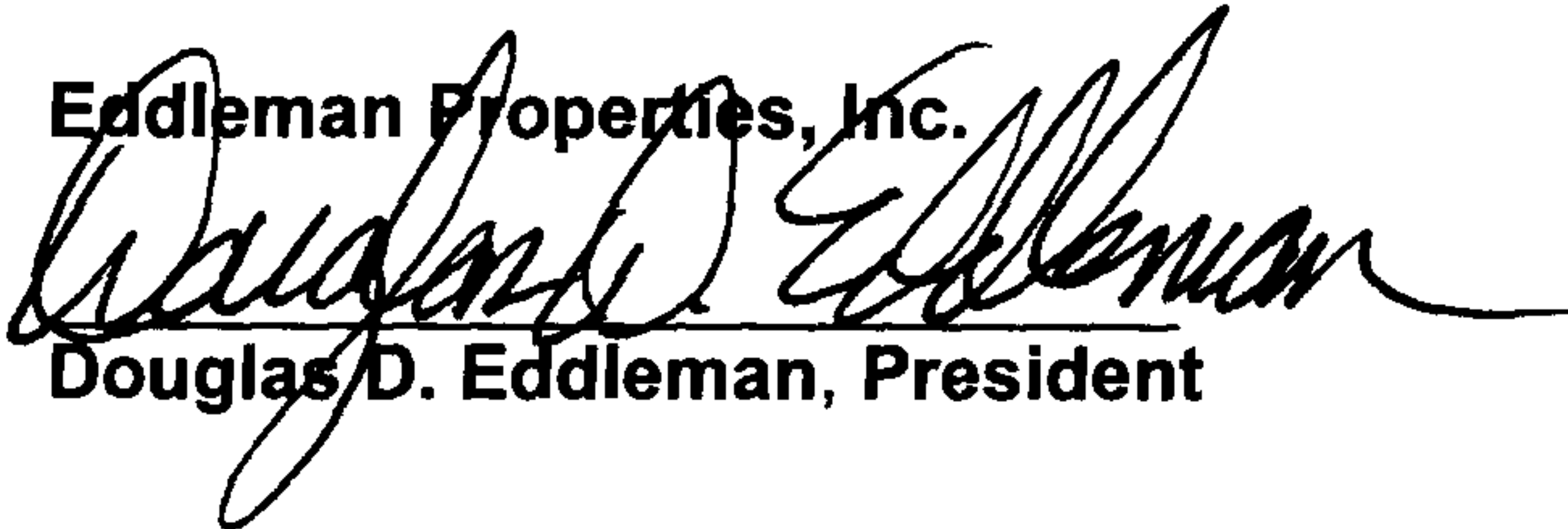
\$60,000.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, his heirs and assigns forever.

IN WITNESS WHEREOF, said GRANTOR has hereunto set his hand and seal this the 14th day of June, 2003.

Eddleman Properties, Inc.



Douglas D. Eddleman, President

STATE OF ALABAMA

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COUNTY OF JEFFERSON

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I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Douglas D. Eddleman, whose name as President of Eddleman Properties, Inc., an Alabama corporation, 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 the Instrument, he as such Officer and with full authority, signed the same voluntarily for and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 14th day of June, 2003.



NOTARY PUBLIC

My Commission Expires:

6-5-2007