

- (1) General and special taxes and assessments for 2004 and subsequent years not yet due and payable. (Parcels I & II)
- (2) 25 foot building line, as shown by recorded Map. (Parcel I)
- (3) 30 foot Joint Driveway Agreement, as shown by recorded Map. (Parcel I)
- (4) Right of Way granted to Alabama Power Company by instrument recorded in Volume 145, page 173, Volume 165, page 103, and Volume 197, page 348, in the Probate Office of Shelby County, Alabama. (Parcels I and II))

- (5) Mineral and mining rights and rights incident thereto recorded in Volume 268, page 98 and Volume 154, page 718, in the Probate Office of Shelby County, Alabama. (Parcel I and II)
- (6) Declaration of Protective Covenants as recorded in Instrument 1994-34723, in the Probate Office of Shelby County, Alabama. (Parcel I)
- (7) Covenant for storm water runoff control recorded in Instrument 1997-08990, in the Probate Office of Shelby County, Alabama. (Parcel I)
- (8) Right of Way granted to Alabama Power Company by instrument recorded in Instrument 1995/12822, in the Probate Office of Shelby County, Alabama. (Parcel I)
- (9) 70 foot building line, as shown by recorded Map. (Parcel II)
- (10) Restrictions as shown by recorded Map. (Parcel II)
- (11) Restrictions or Covenants recorded in Instrument 1992-23901, in the Probate Office of Shelby County, Alabama. (Parcel II)
- (12) Restrictions or Covenants recorded in Real 323, page 303 and Real 326, page 474, in the Probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin. (Parcel II)

THIS PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR OR HIS SPOUSE.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns, forever.

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

IN WITNESS WHEREOF, Grantor has hereunto set his signature and seal this the _____ day of _____, 2003.

(SIGNATURE AND NOTARY ACKNOWLEDGMENT FOLLOW ON PAGE 3.)

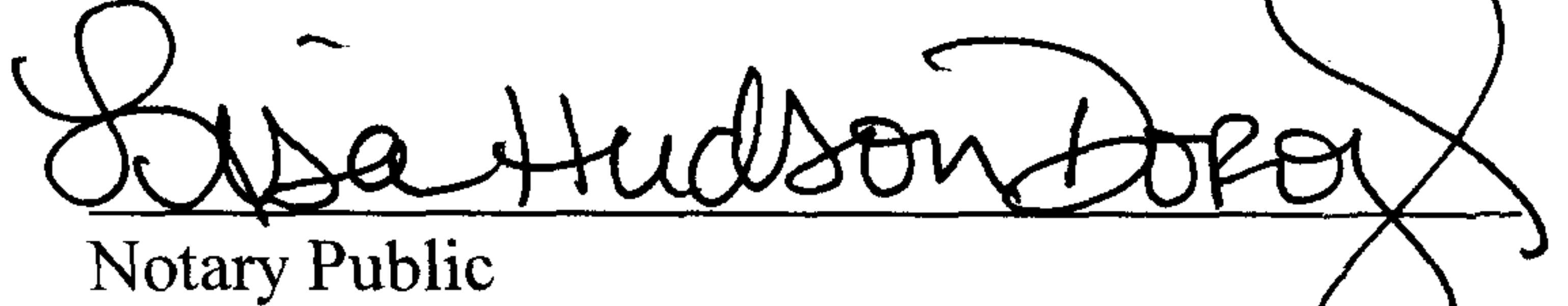
GRANTOR:


H. Albert Awtrey

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **H. Albert Awtrey, a married man**, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 21 day of November
2003.


Notary Public

(SEAL)

My commission expires 10/06/06