

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

Send Tax Notice to:
Jennie B. Klingenbeck
1895 Rainbow Drive
Gadsden, AL 35901

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of SIX HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$675,000.00) and other good and valuable consideration, paid to the undersigned grantor, CHARLES S. GIVIANPOUR, a married man in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said CHARLES S. GIVIANPOUR, (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto Jennie B. Klingenbeck, (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 38A, according to the Survey of Givianpours Lake Heather Resurvey, as recorded in Map Book 26, Page 71, in the Probate Office of Shelby County, Alabama.

Subject to:

1. Ad valorem taxes due and library district assessments payable October 1, 2004, and all years thereafter;
2. Restrictions or Covenants recorded in Instrument No. 1992-18226, Instrument No. 1992-26078 and Instrument No. 1999-1346, in Probate Office.
3. Mineral and mining right and rights incident thereto recorded in Volume 5, page 355, Volume 4, page 442, and Volume 48, page 427, in the Probate Office.
4. Private Subdivision Agreement recorded in Instrument No. 1992-26077 in Probate Office.
5. The rights of upstream and downstream riparian owners with respect to any body of water which may lie adjacent to, and/or traversing through, subject property.

The above described property does not constitute the homestead of the Grantor nor his spouse.

The property conveyed herein may be subdivided into no more than two lots subject to the approval of the Hoover Planning and Zoning Commission.

Grantor shall not be liable for, and no action shall be asserted against Grantor for, and Grantee hereby waives and releases Grantor, its officers, agents employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants, or other person who enters upon ant portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.


CLAYTON T. SWEENEY, ATTORNEY AT LAW

Grantee does, for itself, its successors and/or assigns, herewith covenant and agree to take all measures to prevent sediment and other pollutants in water used in the construction process or storm water run-off from disturbed areas from leaving the boundaries of the lot herein conveyed. Grantee further covenants to exercise Best Management Practices (BMP's) for control of pollutants in storm water runoff and to comply with all city and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act and the Alabama Environmental Management Act. Should Grantee fail to comply with this covenant, Grantor does reserve an easement over and across the property herein conveyed for itself, its agents, subcontractors or assigns in order to install, erect or maintain the appropriate measures to meet or exceed Best Management Practices for the control of pollutants or siltation in storm water runoff. Grantor further reserves the right and authority to impose a lien on the property herein conveyed for the collection of cost incurred in the installation, erection or maintenance of such measures provided guarantee does not reimburse Grantor for such cost within 10 days after receipt of written demand. The foregoing shall be and is a covenant running with the land to the benefit of Grantor, its successors and/or assigns.

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

IN WITNESS WHEREOF, Charles S. Givianpour, has executed this statutory warranty deed this 6th day of **January, 2004**.

GRANTOR:

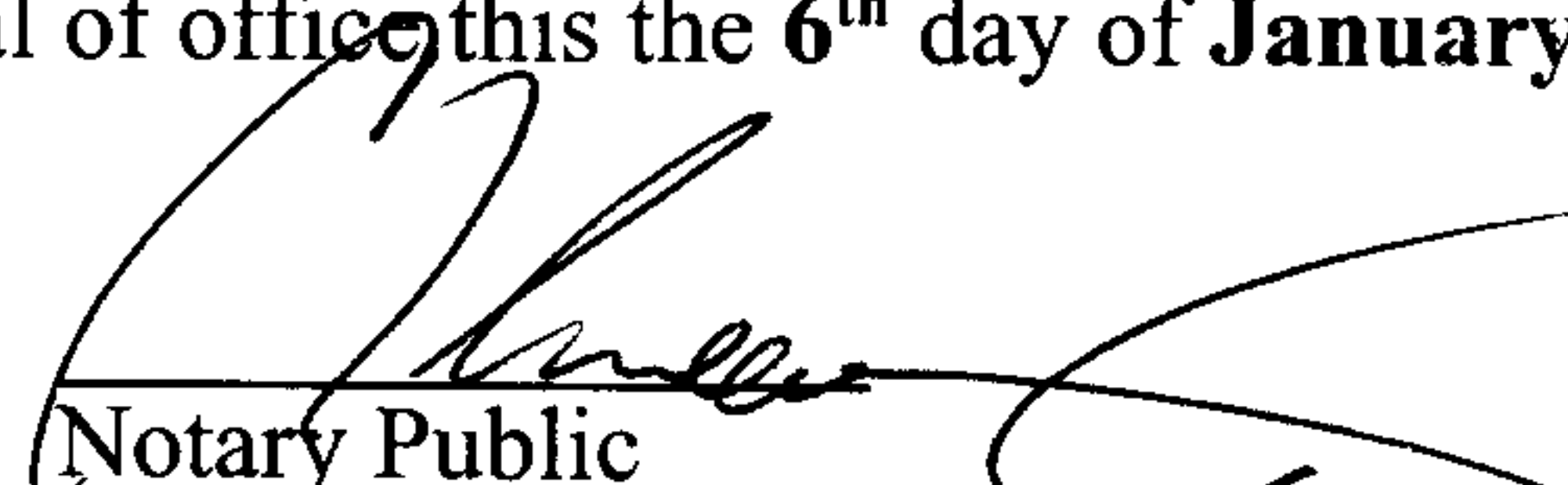


Charles S. Givianpour

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that **Charles S. Givianpour** whose name is signed to the foregoing Deed; and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he executed the same voluntarily on the day the same bears date..

Given under my hand and office seal of office this the 6th day of **January, 2004**.



Notary Public
My Commission Expires: 6-5-2007