

THIS INSTRUMENT PREPARED BY:
Riley & Riley, P.C.
1950 Stonegate Drive, Suite 150
Birmingham, Alabama 35242

SEND TAX NOTICE TO:
Designmark Builders, LLC
1950 Stonegate Drive, Suite 225
Birmingham, AL 35242

* This deed is being recorded to correct the deed recorded in Instrument Number 2002-7941 in which the name of grantee was incorrectly typed as Designmark, L.L.C. *

STATE OF ALABAMA
SHELBY COUNTY

CORRECTIVE STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Ten and no/100 Dollars (\$10.00) to, **BW & MMC, L.L.C.**, an Alabama limited liability company (the "Grantor"), in hand paid by **DESIGNMARK BUILDERS, LLC** (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 401, 402, and 430 according to the survey of Lake Forest, Fourth Sector, as recorded in Map Book 28, Page 93, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

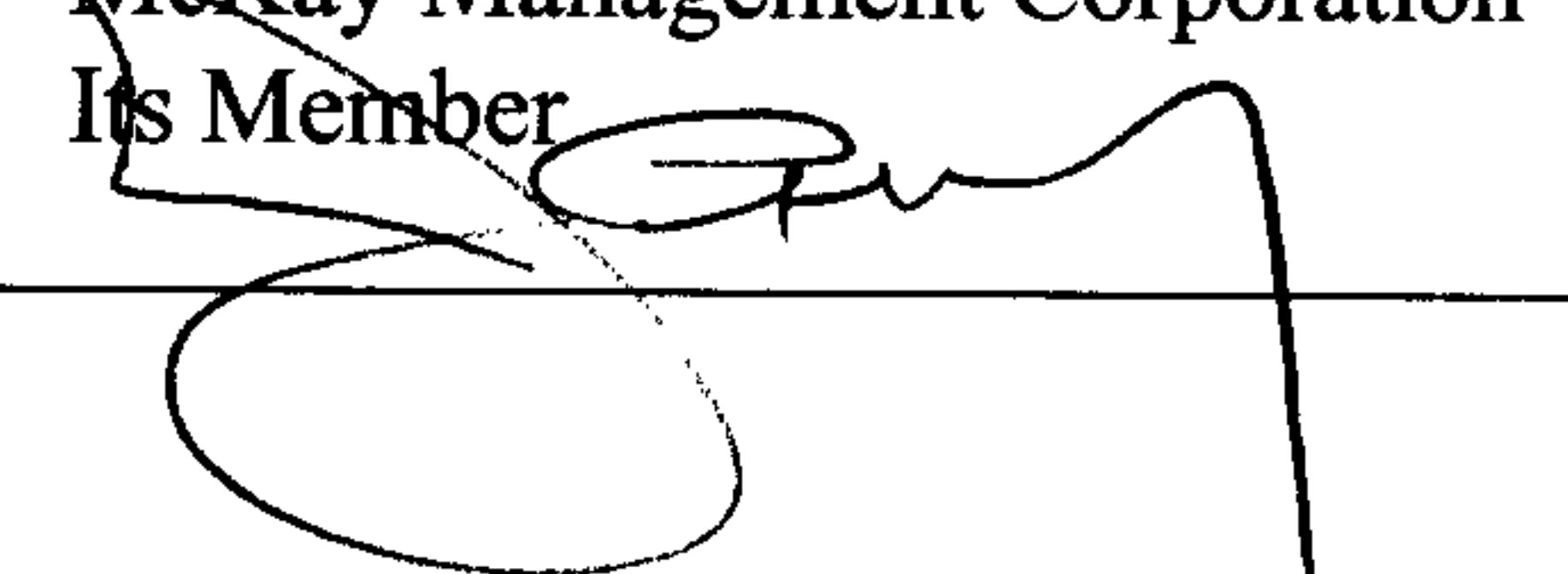
1. The lien for ad valorem taxes due and payable October 1, 2002.
2. Mineral and mining rights not owned by Grantor.
3. Any applicable zoning and other land use ordinances and related rights, privileges, waivers and releases.
4. Easements, rights of way, reservations, agreements, restrictions and setback lines of record.
5. The Declaration of Protective Covenants, Lake Forest (Fourth Sector), recorded in Instrument #2001-27183, in the Office of the Judge of Probate of Shelby County, Alabama.
6. 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 conditions and geology of the Property, and the suitability thereof for any and all activities and uses which Purchaser may elect to conduct thereon. Grantee expressly acknowledges that no such other warranties 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 Grantor. GRANTOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES 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 the Property or any part thereof.

TO HAVE AND TO HOLD unto Grantees, its successors and/or assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 24th day of February, 2004.

BW & MMC, L.L.C.
An Alabama limited liability company

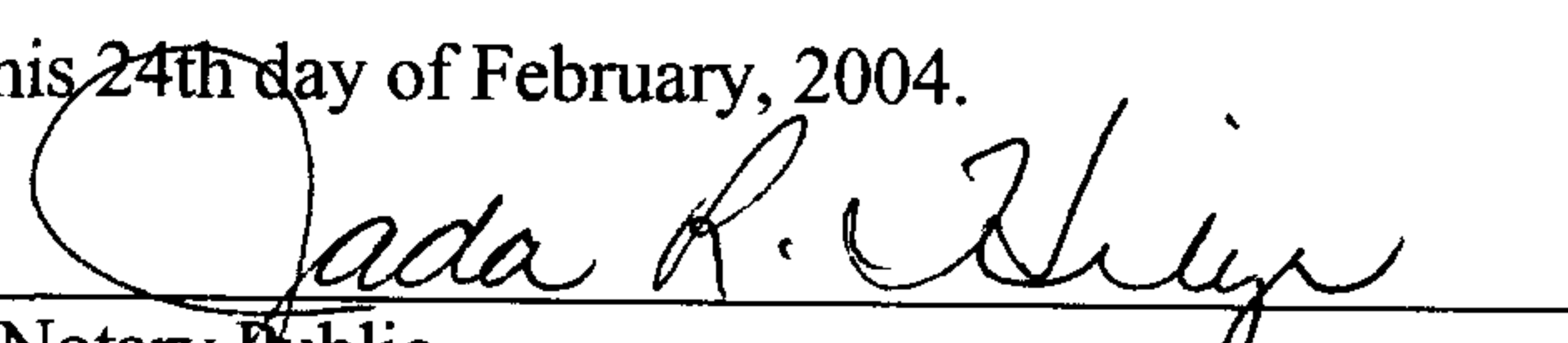
BY: ~~McKay Management Corporation~~
Its Member

BY: 

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public, hereby certify that Joseph E. McKay whose name as President of McKay Management Corporation, as member of BW & MMC, L.L.C., 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, as such officer and with full authority, executed the same voluntarily for and as act of said corporation acting in its capacity as member as aforesaid on the day the same bears date.

Given under my hand and official seal this 24th day of February, 2004.


Notary Public **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 17, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

My Commission Expires: