Mortgage covers purchase price. Documents are being recorded simultaneously.

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

Send Tax Notice To:
Sproul Building Co., Inc.
3288 Morgan Drive
Birmingham, AL 35236

20070321000129990 1/2 $15.00
Shelby Cnty Judge of Probate,AL
03/21/2007 03:09:41PM FILED/CERT

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

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of **Seventy Five Thousand and No/100 ($75,000.00)**, and other good and valuable consideration, this day in hand paid to the undersigned **The Sproul Company of Alabama, Inc., an Alabama corporation** (hereinafter referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, **Sproul Building Co., Inc.** (hereinafter referred to as GRANTEES),her heirs and assigns, the following described Real Estate, lying and being in the County of **Shelby**, State of Alabama, to-wit:

Lot 14, according to the Final Record Plat of Bridgewater Park, as recorded in Map Book 34, Page 95 A & B, in the Probate Office of Shelby County, Alabama.

Subject To:
1- Ad valorem taxes for 2007 and subsequent years not yet due and payable until October 1, 2007. Existing covenants and restrictions, easements, building lines and limitations of record.
2- Restrictions appearing of record in Instrument No. 2004-43016 and Bessemer Instrument No. 2004-5983.
3- Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto.
4- Right-of-way granted to Alabama Power Company recorded in Instrument No. 2005-5632.
5- Easement recorded in Instrument No. 200363-4203

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 GRANTEES, its successors and assigns forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' successors and assigns, that GRANTOR is lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S successors, assigns, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' successors and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTOR has hereunto set his hand and seal this the 16th day of March, 2007.

The Sproul Company of Alabama, Inc.

Robert G. Sproul, Jr., President

STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Robert G. Sproul, Jr. whose name as President of The Sproul Company of Alabama, 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 16th day of March, 2007.

NOTARY PUBLIC
My Commission Expires: 6-5-2007

West Bank

SELLER/OWNER AFFIDAVIT AND INDEMNITY

20070321000129990 2/2 $15.00
Shelby Cnty Judge of Probate,AL
03/21/2007 03:09:41PM FILED/CERT

STATE OF ALABAMA }
COUNTY OF SHELBY }

I (we), Robert G. Sproul, Jr., President of The Sproul Company of Alabama, Inc., an Alabama corporation, being first duly sworn, on oath depose and state that I/we own the following property:

Lot 14, according to the Final Record Plat of Bridgewater Park, as recorded in Map Book 34, Page 95 A & B, in the Probate Office of Shelby County, Alabama.

I/We own the property now being sold and, during all the time that I/we owned the property, my/our enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed to my/our knowledge, nor do I/we know of any facts by reason of which the title to, or possession of, said property might be disputed or be reason of which any claim to any of said property might be asserted adversely to me/us, and more particularly:

1. No party other than the Seller(s)/Owner(s) is in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise.
2. The Seller(s)/Owner(s) during the time of ownership of the premises above described has conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.
3. The Seller(s)/Owner(s) has allowed no encroachments on the premises above described by any adjoining land owners nor has the undersigned encroached upon any property of adjoining land owners.
4. The Seller(s)/Owner(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has/have no knowledge of such adverse rights.
5. The Seller(s)/Owner(s), at present, and for a period of six months past, has/have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has/have contracted for any material to be delivered to the premises for which charges therefor remain unpaid.
6. The Seller(s)/Owner(s) has/have no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, lakes, bays or tidal waters bordering or running through said premises.
7. The undersigned has no knowledge of any due taxes or special assessments.
8. There are no unpaid fire dues or library dues or municipal assessments due for the above cited premises.
9. The undersigned has not allowed and knows of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.
10. That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against said owner either in the aforesaid county or any other county in the aforesaid state.

This affidavit is given to induce and , to issue its title insurance policy or policies without exception to claims of materialmen's and laborers' liens, survey matters, special assessments and rights of parties in possession, and as an inducement therefor, said affiant agrees to indemnify and hold and harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' fees, which said and shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, directly or indirectly, as a result of any misrepresentation herewith.

The Sproul Company of Alabama, Inc.

Robert G. Sproul, Jr., President

State of ALABAMA }
County of JEFFERSON}

Sworn to and subscribed before me, this 9th day of March, 2007

Notary Public

My Commission expires: 6-5-2007