

**SEND TAX NOTICES TO:**  
TRINITY HOMES, L.L.C.  
C/O J. DAN TAYLOR  
5330 STADIUM TRACE PARKWAY  
BIRMINGHAM, AL 35244

**WARRANTY DEED**

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of the sum of Ten Dollars and No/100 Dollars (\$ 10.00) to the undersigned grantor, in hand paid by the grantee herein, the receipt of which is hereby acknowledged, **OAK PARK, L.L.C., an Alabama limited liability company**, (herein referred to as "Grantor"), hereby grants, bargains, sells, and conveys unto **TRINITY HOMES, L.L.C.**, (herein referred to as "Grantee"), the following described real estate situated in Shelby County, Alabama, to wit:

The property described on Exhibit "A" attached hereto and incorporated herein by this reference.

Subject to all easements, restrictions, covenants, rights of way of record; taxes for 2000 and of subsequent years not yet due and payable, and Exhibit "B" attached hereto and incorporated herein by this reference.

\$100,000.00 of the purchase price recited herein was paid from the proceeds of a mortgage loan closed simultaneously herewith.

**TO HAVE AND TO HOLD** the described premises to Grantee, its successors and assigns forever.

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

**IN WITNESS WHEREOF**, the Grantor has signed and sealed this Deed on the 15<sup>TH</sup> day of October, 1999.

**OAK PARK, L.L.C., an Alabama limited liability company (Grantor)**  
(By their signatures below, the undersigned certify that the signatories herein constitute all members of the limited liability company)

By: [Signature]  
J. DAN TAYLOR                      Member

By: [Signature]  
JOHN R. CRAWFORD                Member

**UNITED HOME BUILDERS, INC.**  
Its Member

By: [Signature]  
LEONARD W. GUGGINS              President

By: [Signature]  
DAVID E. JONES                    Vice-President

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Inst # 1999-43236

10/19/1999-43236  
10:44 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CJ1 17.00

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Dan Taylor, whose name as Member of Oak Park, L.L.C., an Alabama limited liability company, 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 said instrument, he, as such member, and with full authority, executed the same voluntarily, as an act of said limited liability company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 15<sup>th</sup> day of October, 1999.

Karen Alford  
NOTARY PUBLIC  
My Commission Expires: My Commission Expires 12-15-2001

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John R. Crawford, whose name as Member of Oak Park, L.L.C., an Alabama limited liability company, 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 said instrument, he, as such member, and with full authority, executed the same voluntarily, as an act of said limited liability company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 15<sup>th</sup> day of October, 1999.

Angela J. Keith  
NOTARY PUBLIC Angela J. Keith  
My Commission Expires: 09/09/02

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Leonard W. Coggins, whose name as President of United Home Builders, Inc., Member of Oak Park, L.L.C., an Alabama limited liability company, 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 said instrument, he, as such officer, and with full authority, executed the same voluntarily, as an act of said limited liability company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 15<sup>th</sup> day of October, 1999.

Karen Alford  
NOTARY PUBLIC  
My Commission Expires: My Commission Expires 12-15-2001

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David E. Jones, whose name as Vice-President of United Homebuilders, Inc., Member of Oak Park, L.L.C., 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 said instrument, he, as such officer, and with full authority, executed the same voluntarily, as an act of said limited liability company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 15<sup>th</sup> day of October, 1999.

Karen Alford  
NOTARY PUBLIC  
My Commission Expires: My Commission Expires 12-15-2001

THIS INSTRUMENT PREPARED BY:  
Anne R. Strickland, Attorney at Law  
5330 Stadium Trace Parkway, Suite 250  
Birmingham, AL 35244  
(205) 733-1303

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EXHIBIT "A"

THAT CERTAIN PROPERTY DESCRIBED AS FOLLOWS:

**PARCEL I:** Lots 27 and 34, according to the Map and Survey of Oak Park, Sector 1, as recorded in Map Book 23, Page 129, in the Probate Office of Shelby County, Alabama.

**PARCEL II:** A parcel of land situated in the Southwest 1/4 of the Northeast 1/4 of Section 13, Township 20 South, Range 4 West, to be known as Lot 16B, Oak Park, Sector 2, Phase 2, in the City of Hoover, Shelby County, Alabama, being more particularly described as follows: Begin at the Northwest corner of said 1/4-1/4 Section; thence South 89 degrees 42 minutes 50 seconds East, along the North line of said 1/4-1/4 Section a distance of 28.43 feet; thence South 17 degrees 45 minutes 10 seconds East a distance of 350.17 feet to a point lying on the Northerly R.O.W. line of a road to be known as Oak Park Lane; thence South 72 degrees 14 minutes 50 seconds West, along said R.O.W. line a distance of 150.26 feet to a point lying on the West line of said 1/4 Section; thence North 1 degree 11 minutes 34 seconds East, and leaving said R.O.W. line a distance of 379.54 feet to the Point of Beginning.

**PARCEL III:** A parcel of land situated in the Southwest 1/4 of the Northeast 1/4 of Section 13, Township 20 South, Range 4 West, to be known as Lot 17, Oak Park, Sector 2, Phase 2, in the City of Hoover, Shelby County, Alabama, being more particularly described as follows: Commence at the Northwest corner of said 1/4-1/4 Section; thence South 1 degree 11 minutes 34 seconds West, along the West line of said 1/4-1/4 Section a distance of 432.40 feet to a point lying on the Southerly R.O.W. line of a road to be known as Oak Park Lane, said point being the Point of Beginning; thence continue along last described course, leaving said R.O.W. line a distance of 293.23 feet; thence North 78 degrees 05 minutes 14 seconds East a distance of 216.33 feet; thence North 17 degrees 45 minutes 10 seconds West a distance of 299.36 feet to a point lying on Southerly R.O.W. line of said Oak Park Lane; thence South 72 degrees 14 minutes 50 seconds West, along said R.O.W. line a distance of 120.00 feet to the Point of Beginning.

**EXHIBIT "B"**

**COVENANT FOR STORM WATER RUN-OFF CONTROL**

Grantee does, for itself, its successors and or assigns, herewith covenant and agree to take all measures necessary 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 (BMPs) for control of pollutants in storm water run-off and to comply with all city, county 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, sub-contractors 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 situation in storm water run-off. 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 Grantee 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.

Inst. # 1999-43236

10/19/1999-43236  
10:44 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 C31 17.00