

This instrument was prepared by:
J. Dan Taylor, 3021 Lorna Rd., Suite 100, Birmingham, Al. 35216

Send Tax Notice To: Birdwell Building Co., Inc.

CORPORATION FORM WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of

THIRTY SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$37,500.00)
to the undersigned Grantor,

SouthPointe Ventures, Inc.,
a corporation, (herein referred to as GRANTOR), in hand paid by the
Grantee herein, the receipt of which is hereby acknowledged, the
said GRANTOR does by these presents, grant, bargain, sell and
convey unto

Birdwell Building Company, Inc.,
(herein referred to as GRANTEE whether one or more) the following
described real estate situated in Shelby, Alabama,

Lot 4, according to the survey of Southpointe, 9th Sector, Phase
I, as recorded in Map Book 16, page 80, in the Office of the Judge
of Probate of Shelby County, Alabama.

Grantee agree to list lot and house to be constructed with Awtrey
Realty, Inc.; DIAnne Taylor as agent. Listing will be for period
extending for one year after completion of home.

TO HAVE AND TO HOLD, to the said GRANTEE, his, her or their
heirs and assigns forever.

Subject to Exhibit "A" attached

And said GRANTOR does for itself, its successors and assigns,
covenant with said GRANTEE, his, her or their heirs and assigns,
that it is lawfully seized in fee simple of said premises; that
they are free from all encumbrances, that it has a good right to
sell and convey the same as aforesaid, and that it will, and its
successors and assigns shall, warrant and defend the same to the
said GRANTEE, his her or their heirs, executors and assigns
forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its President, who is
authorized to execute this conveyance, hereto set its signature and
seal, this the 13th day of April 1993.

ATTEST:

Secretary

SouthPointe Ventures, Inc.

By:

J. DAN TAYLOR

its President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Judith Jones Garrett, a Notary Public in and for said
County, in said State, hereby certify that J. Dan Taylor, whose
name as President of SouthPointe Ventures, Inc., a corporation, 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 the act of said
corporation.

Given under my hand and official seal, this the 13th day of
April 1993.

Judith Jones Garrett
Notary Public

My commission expires: 8-14-94

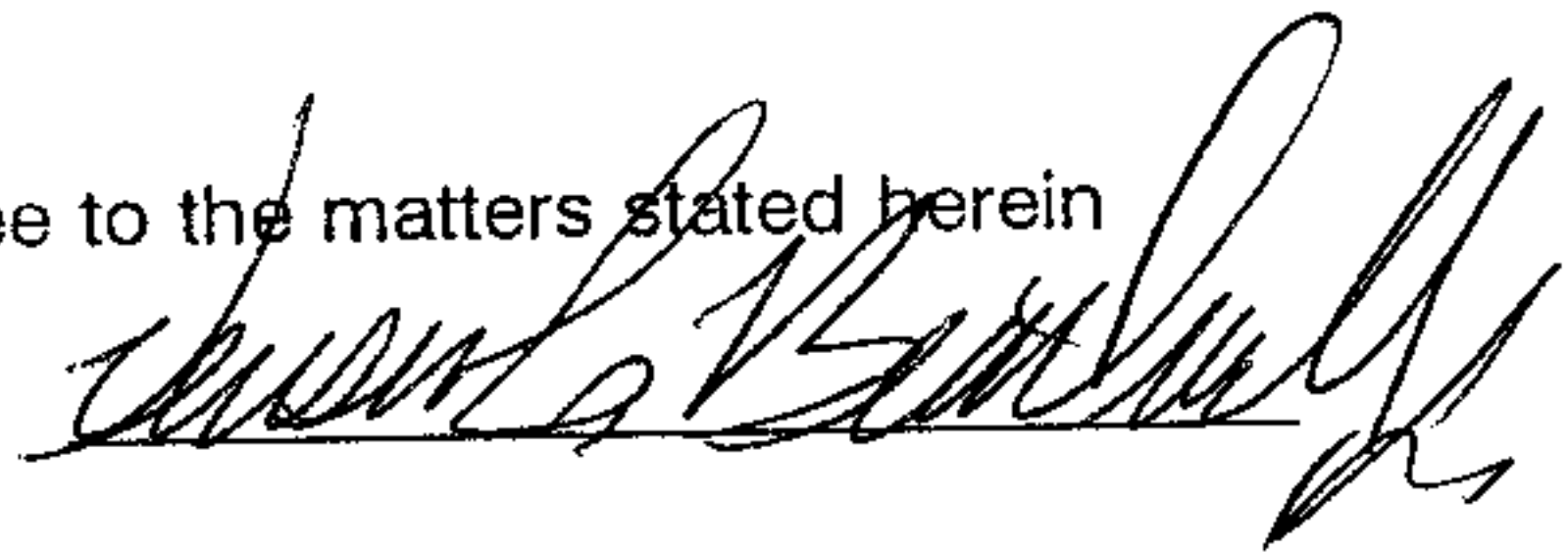
06/01/1993-15687
02:05 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 28.00

Exhibit "A"

Covenant for Storm Water Runoff 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 runoff 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 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 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.

Grantee does hereby acknowledge and agree to the matters stated herein



Inst # 1993-15687