This instrument was prepared by: Sylvia M. Perdue 3201 Lorna Road Birmingham, Alabama 35216 Warranty Deed STATE OF ALABAMA KNOW ALL MEN BY THESE PRESENTS, COUNTY OF JEFFERSON That in consideration of Seventeen Thousand, Five Hundred and no/100 (\$17,500.00) \_\_\_\_\_\_ DOLLARS, to the undersigned grantor, LARRY KENT-TON LACEY, A JOINT VENTURE (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 REGENCY DEVELOPMENT, INC. (herein referred to as GRANTEE, whether one or more), the following described real estate, situated in Shelby County, Alabama to wit: Lot 13, according to the Survey of Bridlewood Parc, Sector Two as recorded in Map Book 17, Page 111, in the Probate Office of Shelby County, Alabama. The above lot is conveyed subject to all easements, restrictions, covenants and rights of ways of Record and exhibit A attached and hereunto made a part of this conveyance. 2090 Columbiana Road Grantee's Address: Birmingham, Alabama 35216 The entire consideration of the purchase price recited above was paid from a mortgage loan simultaneously herewith. TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever. 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 be 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 MANAGING VENTURER, LAKEY KENT, who is authorized to execute this conveyance, hereto set its signature and seal, this the 3rd day of December, 1993. LARRY KENT-TOM LACEY, A JOINT VENTURE BY: LARRY KENT, MANAGING VENTURER 12/17/1993-40630 02:18 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 12.00 STATE OF ALABAMA DOS MCD COUNTY OF JEFFERSON I, the undersigned authority a Notary Public in and for said County, in said State, hereby certify that LARRY KENT whose name as MANAGRING VENTURER of LARRY KENT-TOW LACEY, A JOINT VENTURE, 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.

Given under my hand and official seal, this the 3rd day of December, 1993.

Notary Public

My Commission Expires **Catober 6, 1887** 

Form ALA-32(Rev.12-74)

## 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 # 1993-40630

12/17/1993-40630
02:18 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
12.00