

FEB 23 REC'D



JEFFERSON TITLE CORPORATION

This instrument was prepared by

P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

(Name) J. Steven Mobley
 300 21st Street North, Suite 900
 (Address) Birmingham, Alabama 35203

Corporation Form Warranty Deed

Inst # 1994-06674

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Ninety-Two Thousand Five Hundred and no/100 (\$92,500.00) DOLLARS
 to the undersigned grantor, Mobley Development, 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
Regency Development, Inc.

(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in Shelby County, Alabama, :

Ivy Brook, Phase I, Lots 86 through 90 inclusive, as recorded in Map Book 18, Page 21, in the Probate Office of Shelby County, Alabama.

The above lots are conveyed subject to all easements, restrictions, covenants and rights of ways of record and to Exhibit "A" attached and hereunto made a part of this conveyance.

The entire consideration of the purchase price recited above was paid from a mortgage loan simultaneously herewith.

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 SHELBY COUNTY JUDGE OF PROBATE
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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 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
 authorized to execute this conveyance, hereto set its signature and seal,

President, who is

this the 23rd day of February, 19 94.

ATTEST:

Secretary

By

J. STEVEN MOBLEY

President

STATE OF ALABAMA

COUNTY OF SHELBY

I, Kenneth W. Walker

a Notary Public in and for said County, in said State,

hereby certify that J. Steven Mobley

whose name as President of Mobley Development, 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 23rd day of February, 19 94

F.A. P.O. Box 10247

Kenneth W. Walker
 NOTARY PUBLIC STATE OF ALABAMA AT LARGE
 MY COMMISSION EXPIRES: Apr. 26, 1997.
 BONDED THRU NOTARY PUBLIC UNDERWRITERS

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 for 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 ten (10) days after receipt of written demand.

The foregoing shall be and is covenant running with the land to the benefit of Grantor, its successors and or assigns.

Grantee does hereby acknowledge and agree to do the matters stated herein.

REGENCY DEVELOPMENT, INC.

By: Dwight A. Sandlin
Dwight A. Sandlin, President
Inst # 1994-06674

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