



JEFFERSON TITLE CORPORATION

This instrument was prepared by

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

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

Inst # 1994-13207

Corporation Form Warranty Deed

STATE OF ALABAMA
 COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Twenty-Four Thousand Nine Hundred & no/100 Dollars (\$24,900.00)

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
 Wayne Dutton Construction, Inc.

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

Heather Ridge, First Addition, Phase I, Lot 41
 as recorded in Map Book 17, Page 123, in the Probate Office of
 Shelby County, Alabama.

Subject to covenants, restrictions, easements, and rights-of-way
 of record in the Probate Office of Shelby County, Alabama; also
 subject to mineral and mining rights not owned by grantor; also
 subject to real property taxes for the year 1994, which are a lien
 on the property but not yet due and payable.

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04/22/1994-13207
 11:09 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 002 MCD 12.00

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 21st day of March, 1994.

ATTEST:

MOBLEY DEVELOPMENT, INC.

 Secretary

By

J. Steven Mobley
 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 21st day of March, 1994

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
 MY COMMISSION EXPIRES APRIL 15, 1997
 BONDED THRU NOTARY PUBLIC STATE OF ALABAMA

COVENANT FOR STORM WATER RUNOFF CONTROL

Attached to and made a part of a certain real estate sales contract dated March 21, 1994 concerning Lot 41, Heather Ridge, First Addition, Phase I:

Purchaser 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 distributed areas from leaving the boundaries of the lot herein conveyed.

Purchaser 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 Purchaser fail to comply with this covenant, Seller 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.

Seller 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 Seller 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 Seller, its successors and or assigns.

Purchaser does hereby acknowledge and agree to the matters stated herein.

Wayne Dutton
WAYNE DUTTON CONSTRUCTION, INC.

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