

SEND TAX NOTICE TO:

DKM ENTERPRISES  
P.O. Box 380083  
B'ham, AL 35238

This instrument prepared by:

Howard Donovan  
1 Independence Plaza  
Suite 510  
Birmingham, Alabama 35209

05/17/1994-15905  
10:17 AM CERTIFIED  
WARRANTY DEED OF PROBATE  
SHELBY COUNTY 002 SNA 12.00

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS,

**THIS STATUTORY WARRANTY DEED** is executed and delivered on this 6th day of May, 1994, by **WINDCHASE DEVELOPMENT COMPANY, INC.**, an Alabama corporation [formerly known as "Windmere Development Company, Inc."] ("Grantor"), in favor of **DKM ENTERPRISES, INC.**, an Alabama Corporation ("Grantee").

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of the sum of Fifty Four Thousand Nine Hundred and NO/100 Dollars (\$54,000.00), in hand paid by Grantees to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, grant, bargain, sell and convey unto the Grantee, the following described real property (the "Property"), situated in Shelby County, Alabama:

Lot 48, according to the Survey of Windchase, Givianpour's Addition to Meadow Brook, as recorded in Map Book 18, Page 55A and 55B, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

**Subject to:**

1. Ad valorem taxes, library dues and fire dues payable October 1, 1995, and all years thereafter;
2. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 129 Page 550 in the Probate Office of Shelby County;
3. Easements, set back lines, covenants, restrictions and conditions as set forth on the Plat for Windchase, Givianpour's Addition to Meadow Brook, as recorded in Map Book 18, Page 55A and 55B in the Probate Office of Shelby County, Alabama. Declaration of Protective Covenants for Windchase Subdivision, recorded as Inst. #1994-10992 in the Probate Office of Shelby County, Alabama. The Declaration provides, among other things, for the payment of a six percent real estate commission to the Grantor or the Grantor's designee, on the first sale of the Lot(s) improved by a single family residence. The commission shall be calculated on the aggregate sale price of the Lot plus the residence. Grantor has designated Prime Realty to receive payment of the commission and for the commission, Prime Realty has agreed to perform the usual and customary services of a real estate agent and will "co-op" the sale with any other licensed real estate agent or broker. Liability for payment of the commission constitutes the personal obligation of the owner of the Lot at the time of the sale of the Lot as improved, as well as a lien against the Lot. This designation of Prime Realty by Grantor shall remain in full force and effect unless changed by the Grantee by instrument to that effect filed for the record with the Judge of Probate of Shelby County, Alabama. The Grantee of this conveyance joins herein to evidence its consent to payment of the real estate commission as herein provided. For a more detailed explanation of the real estate commission due and the lien therefor refer to paragraph 11.01 of the Declaration;
4. Mineral and mining rights not owned by the Grantor.

\$ 54,000.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

Inst # 1994-15905

Alabama Title

Grantor shall not be liable for, and Grantee, hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the real property as a result of any past, present or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the real property or any property surrounding, adjacent to or in close proximity with the real property which may be owned by Grantor.

**TO HAVE AND TO HOLD**, unto the said Grantee and to its successors and assigns forever.

The entire purchase price of the Property has been paid from a mortgage loan closed simultaneously herewith.

**IN WITNESS WHEREOF**, the undersigned Grantor, **WINDCHASE DEVELOPMENT COMPANY, INC.** has executed this instrument as of the day and year first above written.

**WINDCHASE DEVELOPMENT COMPANY, INC.**, an Alabama corporation

By: \_\_\_\_\_

Its PRESIDENT

[SEAL]

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles S. Giviano, whose name as President of **WINDCHASE DEVELOPMENT COMPANY, INC.**, an Alabama corporation, 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 for and as the act of said corporation.

Given under my hand and official seal this the 5<sup>th</sup> day of May, 1994.

[NOTARIAL SEAL]

Catherine J. Moore  
Notary Public

My Commission Expires: 11/2/94

.st \* 1994-15905

Accepted and approved by:

~~XXXXXXXXXXXXXXXXXXXX~~

DKM ENTERPRISES, INC.

By: \_\_\_\_\_

Its FAO

05/17/1994-15905  
10:47 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 SNA 12.00