This instrument was prepared by: Sylvia M. Perdue 3201 Lorna Road Birmingham, Alabama 35216

94-27070-1

Warranty Deed

STATE	OF	ALABAMA)
)

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF JEFFERSON

That in consideration of Nineteen Thousand and no/100 (\$19,000.00) ______ DOLLARS,

to the undersigned grantor,

SUMMER BROOK PARTNERSHIP, an ALABAMA GENERAL PARTNERSHIP

(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

C.G. CANTER, JR. & ASSOCIATES, INC.

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

Shelby County, Alabama to wit:

Lot 2, according to the Survey of Summer Brook, Sector 2, as recorded in Map Book 18, Page 75, 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

Grantee's Address:

1912 Tree Crossing Parkway

Hoover, Alabama 35244

The full consideration quoted above was paid from a mortgage loan closed 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 PARTNER, AWTREY BUILDING CORPORATION, who is authorized to execute this conveyance, hereto set its signature and seal, this the $\frac{2o^{-8}}{2}$ day of May, 1994.

> SUMMER BROOK PARTNERSHIP BY: AWTREY BUILDING CORPORATION, MANAGING PARTNER

DONALD R. SLATTON, EXECUTIVE VICE PRESIDENT

AWTREY BUILDING CORPORATION

STATE OF ALABAMA

COUNTY OF JEFFERSON

07/19/1994-22653 OB: 27 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
12.00

I, the undersigned authority a Notary Public in and for said County, in said State, hereby certify that DONALD R. SLATTON whose name as EXECUTIVE VICE PRESIDENT of Awtrey Building Corporation, whose name as general managing partner of Summer Brook Partnership, an Alabama General Partnership, 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 2077 day of May, 1994.

My Commission Expires October 6, 1997

Form ALA-32(Rev.12-74)

Alabama Title Co., Inc.

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 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 the matters stated herein

(Grantee signature)

Inst # 1994-22653

07/19/1994-22653 08:27 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE 12.00