

OK eg T 32656, T 32720
T 32764, T 32763, T 32761
This Form Furnished by

T 32762



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

Corporation Form Warranty Deed

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One Hundred Seventeen Thousand & No/100 Dollars (\$117,000.00)

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

Fallico, Inc.

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

Falliston, Sector I, Lots 7, 9, 20, 21, 22 and 24, as recorded in Map Book 18, Page 66, in the Probate Office of Shelby County, Alabama.

The above lots are conveyed subject to all covenants, restrictions, easements, and rights-of-way of record in the Probate Office of Shelby County, Alabama, and to Exhibit "A" attached hereunto made a part of this conveyance; 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.

Inst # 1994-27094
09/02/1994-27094
09:10 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 128.00

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 19th day of August, 19 94

MOBLEY DEVELOPMENT, INC.

ATTEST:

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 19th day of August, 19 94

Kenneth W. Walker
Notary Public
BUNDLED THIS NOTARY PUBLIC

First Title

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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.

FALLICO, INC.

By: Anthony C Jones V.P.
Inst # 1994-27094

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