

T33295

OK pg.

SEND TAX NOTICE TO:

(Name) Anthony C. Jones
818 Maplewood Trail
 (Address) Alabaster, Alabama 35007

This instrument was prepared by

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

Form 1-1-27 Rev. 1-46

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Nineteen Thousand Five Hundred & No/100 Dollars (\$19,500.00)

to the undersigned grantor (whether one or more), in hand paid by the grantees herein, the receipt whereof is acknowledged,
 or we, Fallico, Inc.

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Anthony C. Jones

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

Falliston, Sector I, Lot 23, as recorded in Map Book 18, Page 66, in the
Probate Office of Shelby County, Alabama.

The above lot is conveyed subject to all 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; and also subject to Exhibit "A" attached
 hereunto and made a part of this conveyance.

The full consideration quoted above was paid from a mortgage loan closed
 simultaneously herewith.

Inst # 1994-33984

11/15/1994-33984
 08:38 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 002 NCD 12.00

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES,
 their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances,
 unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our)
 heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever,
 against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hands(s) and seal(s), this 25th
day of October 94
19

FALLICO, INC.

Robert L. Snider
 Robert L. Snider

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF ALABAMA

SHELBY COUNTY

General Acknowledgment

I, Kenneth W. Walker, a Notary Public in and for said County, in said State,
 hereby certify that Robert L. Snider
 whose name 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 has executed the same voluntarily
 on the day the same bears date.

Given under my hand and official seal this 25th day of October A. D., 19 94

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
 MY COMMISSION EXPIRES 12-16-1997
 BONDED THRU NOTARY PUBLIC UNDERWRITER

Notary Public.

Inst # 1994-33984

1400 3rd Ave N. 3
 9655, 35020

EXHIBIT "A"

COVENANT FOR STORM WATER RUN-OFF CONTROL

Grantee does, for itself, its successors and or assigns, herewith covenant and agree to take all measures necessary to prevent/minimize the discharge of all sources of pollution (i.e., sediment, trash, garbage, debris, oil & grease, chemicals, material, etc.) to waters of the State from disturbed areas within the boundaries of the property herein conveyed.

Grantee further covenants to exercise applicable Best Management Practices (BMPs) for control of pollutants in storm water run-off as provided in the Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas and to comply with all city, county, and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act, as amended, and the Alabama Environmental Management Act, as amended.

Grantee further agrees to comply with applicable portions of the Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination Systems (NPDES) General Permit issued for the property herein conveyed.

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 BMP's for the control of pollutants in storm water run-off.


Grantor further reserves the right and authority to impose a lien on the property herein conveyed for the collection of costs 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 Grantee also agrees to pay any administrative fines and associated legal fees levied by the ADEM against the Grantor for non-compliance situations arising from actions or negligence on the part of the Grantee.

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.

Inst # 1994-33984


ANTHONY C. JONES

11/15/1994-33984
08:38 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCB 12.00