

SEND TAX NOTICE TO:

(Name) Anthony C. Jones
3239 Cornwall Drive
(Address) Birmingham, Alabama 35226

This instrument was prepared by

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

Form 1-1-27 Rev. 1-86

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 grantee herein, the receipt whereof is acknowledged, I 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 22, 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.

"This does not constitute any part of the homestead of the Grantee."

Inst # 1994-36912

12/20/1994-36912
08:52 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 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 29th day of November, 19 94.

FALLICO, INC.

Robert L. Snider (Seal)
ROBERT L. SNIDER (Seal)
President (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 29th day of November, A. D., 19 94

The Title Group

Kenneth W. Walker
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr. 26, 1997.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS. Notary Public.

Inst # 1994-36912

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 # 1994-36912

ANTHONY C. JONES
12/20/1994-36912
08:52 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 12.00

Inst # 1994-36912