

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 290E
Birmingham, AL 35223

Send Tax Notice to:
DAVID FOWLER

STATUTORY WARRANTY DEED

STATE OF ALABAMA }
COUNTY OF SHELBY }

1996-10220

KNOW ALL MEN BY THESE PRESENTS, that in consideration of THIRTY-
EIGHT THOUSAND NINE HUNDRED (\$38,900.00) and other good and valuable consideration,
paid to the undersigned grantor, **SHARON A. MORGAN**, in hand paid by Grantee named
herein, the receipt of which is hereby acknowledged, the said **SHARON A. MORGAN**
(hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto
DAVID FOWLER, (hereinafter referred to as "Grantee"), the following described real estate (the
"property"), situated in Shelby County, Alabama, to-wit:

Lot 41, according to the survey of River Highlands, as recorded in
Map Book 19, Page 111, in the Probate Office of Shelby County,
Alabama.

Mineral and mining rights excepted.

The above property is conveyed subject to:

(i) All valid and enforceable easements, covenants, conditions and restrictions of record,
including, without limitation, that certain Declaration of Protective Covenants recorded in
Instrument #1995-06139, in the Office of the Judge of Probate of Shelby County, Alabama,
along with Articles of Incorporation of River Highlands Homeowners' Association, Inc., and By-
Laws thereof, which are attached to said Declaration of Protective Covenants as Exhibits "A" and
"B", respectively, (ii) the lien of ad valorem and similar taxes for 1995 and subsequent years, and
(iii) all matters that would be revealed by a current and accurate physical survey of the subject
property.

GRANTEE DOES for itself, its successors and/or assigns, herewith covenant and agree to take
all measures 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 Property. Grantee further
covenants to exercise Best Management Practices (BMPs) for control of pollutants (i.e., sediment, trash,
garbage, debris, oil grease, chemicals, etc.) to State waters in storm water runoff and to comply with all
City of Hoover and State and Federal regulations regarding same and more specifically to comply with
this covenant, Grantor does reserve an easement over and across the Property for itself, its agents,
subcontractors, success 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.
Grantee shall indemnify and hold Grantor harmless for any loss or damage suffered by the Grantor as
a result of Purchase's violation or failure to comply with the terms, conditions and requirements of the
applicable regulations. 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.

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

Inst # 1996-10220

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03/28/1996-10220
03:23 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD COLUMBIANA, ALABAMA 35051
FIRST NATIONAL BANK OF COLUMBIANA
POST OFFICE BOX 977

IN WITNESS WHEREOF, Aftco Properties, Inc. has caused this statutory warranty deed to be executed by its duly authorized officer this 1st day of September, 1995.

GRANTOR:

Sharon A. Morgan
SHARON A. MORGAN

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that SHARON A. MORGAN, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 1st day of September, 1995.

[Signature]
Notary Public

Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove.

DAVID FOWLER

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that DAVID FOWLER, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the ____ day of _____, 199 .

Notary Public
My Commission expires:

Inst # 1996-10220

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03:23 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 51.00