

This instrument was prepared by

Courtney Mason & Associates PC
1904 Indian Lake Drive, Ste 100
Birmingham, Alabama 35244

CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of TWO HUNDRED ONE THOUSAND FIVE HUNDRED FORTY & NO/100---- (\$201,540.00) DOLLARS to the undersigned grantor, Double Oak Construction Co., Inc a corporation, (herein referred to as the GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Andre V. Bittas and Shelia K. Montgomery, unmarried individuals (herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama:

Inst # 1997-08036

Lot 17, according to the Survey of Bent River Commons, 1st Sector, as recorded in Map Book 20, Page 76, in the Probate Office of Shelby County, Alabama.
Minerals and mining rights excepted.

\$191,450.00 of the above recited purchase price was paid from a mortgage loan closed simultaneously herewith, subject to existing easements, current taxes, restrictions, set-back lines and rights of way, if any, of record.

GRANTEES' ADDRESS: 4064 Bent River Lane Birmingham, Alabama 35216
SEE ATTACHED COVENANTS TO RUN WITH LAND.

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, 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 GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its Vice President, Carey L. Atkinson, who is authorized to execute this conveyance, hereto set its signature and seal, this the 10th day of March, 1997.

Double Oak Construction Co., Inc
By: Carey L. Atkinson
Carey L. Atkinson, Vice President

03/17/1997-08036
09:36 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
005 SNA 29.00

STATE OF ALABAMA

COUNTY OF SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said state, hereby certify that Carey L. Atkinson whose name as the Vice President of Double Oak Construction Co., 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 10th day of March, 1997

Peggy I. Murrell
Notary Public

PEGGY I. MURRELL
MY COMMISSION EXPIRES
2/20/99

2-20-99

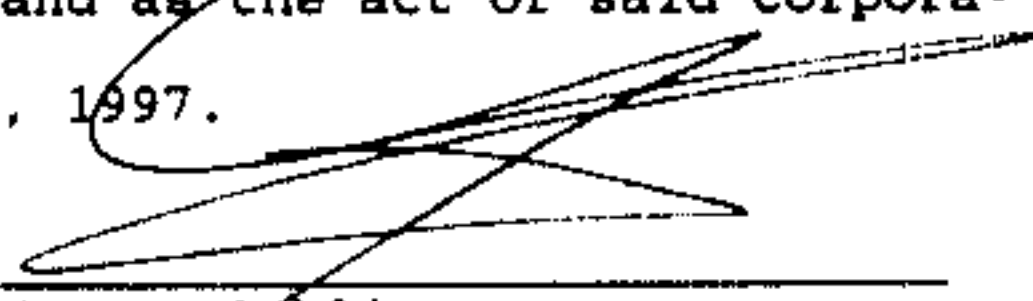
State of Alabama)
County of Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that B. L. Chenault whose name as President of Double Oak Construction Co., 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 THIS THE 7TH DAY OF MARCH, 1997.

My Commission Expires:

3/5/99



Notary Public

Bent River Commons
152 Lot 17

STATE OF ALABAMA

COUNTY OF Shelby,

COVENANTS TO RUN WITH LAND

WHEREAS, Double Oak Construction Co., Inc. are the owners of certain real property situated in Shelby, Alabama, described on Exhibit "A" hereto and incorporated herein fully; And

WHEREAS, upon said property the owners, Double Oak Construction Co., Inc. desire to construct a single family residence; and

WHEREAS, said residence shall become, subsequent to this construction, the property of various persons and entities; and

WHEREAS, the Shelby County Board of Health has approved the construction and use of the single family residence by the owner, and their successors in title; and

WHEREAS, the approval by the Shelby County Board of Health for the alternative sewage disposal system for the single family residence is granted upon the covenant by the owners and their successors in title that it or they will satisfy all requirements of the Shelby County Health Department and be responsible to correct, repair and replace any parts, equipment, apparatus, field lines, pumps, motors and other equipment necessary to properly assure the proper functioning of the alternative sewage disposal system.

NOW, THEREFORE, in consideration of the premises, the owners, Double Oak Construction Co., Inc. hereby grants and convey as encumbrances on land described as Exhibit "A" the following restrictions and covenants to run with the land as hereinafter described:

1. That the undersigned owners, Double Oak Construction Co., Inc. its successors, assigns and subsequent purchasers of a single family residence in Bent River Commons subdivision shall own the said residence subject to the continuing condition that the right to use the said residence and right to continue to occupy the said residence will be subject to the proper functioning of the alternative sewage disposal system which is being approved by the Shelby County Board of Health through

AP
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its Health Officer. In the event it is determined by the Health Officer that the alternative sewage disposal system is no longer functioning properly and that the continued occupancy of their residence is detrimental to their health or the health of other occupants or residences in the general area, then the owner or occupant agrees upon written notice from the said Health Officer to vacate said residence as directed in said notice.

2. The owners and his successors in title will install and maintain for the disposal of sewage an alternative sewage disposal system approved under the provisions of Chapter 420-3-1-.11, Alabama Administrative Code.

3. The owners and their successors in title shall install and maintain low water use type flush toilets, shower heads and other water saving fixtures, where applicable, whether new or replacement fixtures as determined to be acceptable by the Shelby County Health Officer.

4. That the whole of the land in Exhibit "A" shall not be subdivided until a public or private sanitary sewer system is available.

5. No repair, alteration or addition shall be made to the approved alternative sewage disposal system without the written approval of the Shelby County Health Officer.

6. That these covenants shall run with the land and be binding on all present owners and future owners or occupants of said residence and the lot on which it is situated until such time as the alternative sewage disposal system is no longer required by the Shelby County Board of Health through its Health Officer, the same being the occasion when the residence is connected to a public or private sanitary sewer system.

Dated this the 18th day of September 1996.

B. G. Chmault, Pres.
(Owner's Signature)

W. F. Brink
(Local Health Officer's Signature)

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned Notary Public in and for said county, in said state, hereby certify that W. F. Banks,
(Local Health Officer's Name)
whose name is signed to the foregoing instrument, and who is known to me, acknowledges before me this day, that being informed of the contents thereof, has executed the same voluntarily on the day of the same bears date.

Given under my hand and official seal, this 18th day of September, 1996

Shelia D. Stuts
Notary Public

My Commission Expires 9/11/99

STATE OF ALABAMA

COUNTY OF _____

Inst # 1997-08036

03/17/1997-08036
09:36 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

I, the undersigned Notary Public in and for said county, in said state, hereby certify that _____, whose name is signed to the foregoing instrument, and who is known to me, acknowledges before me this day, that being informed of the contents thereof, has executed the same voluntarily on the day of the same bears date.

Given under my hand and official seal, this _____ day of _____, 19____

Notary Public

My Commission Expires _____

EXHIBIT "A"

All property in the survey of _____, a map of which is recorded in Map Book _____, Page _____, in the Probate Office of _____ county, Alabama.