

Inst # 1997-08560

**** THIS DEED IS BEING RECORDED TO CORRECT THE LEGAL DESCRIPTION IN INSTRUMENT #1996-25684 IN THAT CERTAIN DEED RECORDED IN SHELBY COUNTY, ALABAMA.**

This instrument was prepared by:
Albert F. Thomasson
3900 Montclair Road, Ste. 200
Birmingham, AL 35213

Send Tax Notice to:
Sharon A. Morgan and David Fowler
3333 Valley Park Dr.
Birmingham, AL 35243

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

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

Lot 8, 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 1997 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 Purchaser'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, his heirs, successors and assigns forever.

03/20/1997-08560
09:00 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE HCB 12.00

CLAYTON T. SWEENEY, ATTORNEY AT LAW

IN WITNESS WHEREOF, Afico Properties, Inc. has caused this statutory warranty deed to be executed this 13th day of March, 1997.

GRANTOR:

AFTCO PROPERTIES, INC.

By: Albert F. Thomason
Albert F. Thomason
Its: President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Albert F. Thomason whose name as President of Afico Properties, Inc., whose name is signed to the foregoing Deed; and is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he has executed the same voluntarily for and as the act of said corporation.

Given under my hand and office seal of office this 13th day of March, 1997.

[Signature]
Notary Public
My commission expires: 1-28-99

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

Sharon A. Morgan
Sharon A. Morgan
David Fowler
David Fowler

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Sharon A. Morgan and David Fowler whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they executed the same voluntarily.

Given under my hand and official seal this 13th day of March, 1997.

[Signature]
Notary Public
My commission expires: 03-20-99

03/20/1997-08560
09:00 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HCB 12:00

8.00
6.00
1.00
12.00