This instrument was prepared by	y:			
Kelly Reid-Bailess				
5330 Stadium Trace Parkway				
Birmingham, Alabama 35244				

Send Property Tax Notice To: H. Albert Awtrey 5330 Stadium Trace Parkway Birmingham, Al. 35244

Warranty Deed

STATE OF ALABAMA)	
COUNTY OF JEFFERSON		KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Fifty-One Thousand, Two Hundred Fifty and no/100 ea., (\$51,250.00)._____ DOLLARS EA., Total of DOLLARS, to the undersigned Three Hundred Fifty-Eight Thousand, Seven Hundred Fifty and no/100 (\$358,750.00) Grantor:

AWTREY JOHNSON DEVELOPMENT CORPORATION

(herein referred to as GRANTOR) in hand paid by the grantee herein, the receipt of which is hereby acknowledged the said GRANTOR does by these presents, grant, bargain, sell and convey unto

H. ALBERT AWTREY

(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in

Shelby County, Alabama to wit:

Lots 111, 98, 89, 95, 109, 91, & 87, according to the survey of Weatherly, Oxford Sector, as recorded in Map Book 19, Page 38, in the Probate Office of Shelby County, Alabama.

The above lot is conveyed subject to all easements, restrictions, covenants and rights of ways of Record and exhibit A attached and hereunto made a part of this conveyance. 5330 Stadium Trace Parkway

Grantee's Address:

Birmingham, Alabama 35244

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

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

IN WITNESS WHEREOF, the said GRANTOR by DONALD R. SLATTON, its EXECUTIVE VICE PRESIDENT, who is authorized to execute this conveyance, hereto set its signature and seal, this the 18th day of March, 1997.

AWTREY-JOHNSON DEVELOPMENT CORPORATION

R. SLATTON, EXECUTIVE VICE PRESIDENT AWTREY-JOHNSON DEVELOPMENT CORPORATION

STATE OF ALABAMA COUNTY OF JEFFERSON

I, the undersigned authority a Notary Public in and for said County, in said State, hereby certify that DONALD R. SLATTON whose name as EXECUTIVE VICE PRESIDENT of Awtrey-Johnson Development Corp., whose name as EXECUTIVE VICE PRESIDENT of Awtrey Johnson Development Corporation, is signed to the foregoing conveyance, and who is known to me, the conveyance, he, as such officer and with full authority, executed the same voluntarily.

Given under my hand and official seal, this the 18th day of March, 1997.

My Commission Expires: $\sqrt{-26-99}$ Form ALA-32(Rev. 12-74)

Inst # 1997-08990

03/24/1997-08990 02:36 PM CERTIFIED SHELBY COUNTY JUNGE OF PROBATE

ODE NCD

119.00 PIRST NATIONAL BANK OF COLUMBIANA POST OFFICE BOX 977 COLUMBIANA, ALABAMA 30081

Chery K. Ullette

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 sediment and other pollutants in water used in the construction process or storm water run-off from disturbed areas from leaving the the boundaries of the lot herein conveyed. Grantee further covenants to exercise best Management Practices (BMPs) for control of pollutants in storm water run-off and to comply with all city, county and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act and the Alabama Environmental Management Act. 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 Best Management Practices for the control of pollutants or situation 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 cost incurred in the installation, erection or maintenance of such measures provided Grantee does not reimburse Grantor for such cost within 10 days after receipt of written demand. The foregoing shall be and is a covenant running with the land to the benefit of Grantor, its successors and or assigns.

Grantee does hereby acknowledge and agree to the matters stated herein:

Inst # 1997-08990

03/24/1997-08990
02:36 PM CERTIFIED
02:36 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 119.00

11/94