

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

Send Tax Notice To:
D.R. Horton - Birmingham
2090 Columbiana Rd.
Birmingham, Al. 35216

Warranty Deed

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Twenty-One Thousand, Three Hundred (\$21,300.00) EACH, _____ DOLLARS, Total of Sixty-Three Thousand, Nine Hundred (\$63,900.00), to the undersigned grantor,

SUMMER BROOK PARTNERSHIP, AN ALABAMA GENERAL PARTNERSHIP

(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

D.R. HORTON, INC. - BIRMINGHAM

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

Jefferson County, Alabama to wit:

Lots 112A, 112B, and 105, according to the survey of Summer Brook, Sector 5, Phase 2, as recorded in Map Book 21, Page 105, in the Probate Office of Shelby County, Al.

The above lots are conveyed to all easements, restrictions, covenants and right of ways of Record and exhibit A attached and hereunto made part of this conveyance.

Grantee's Address: 2090 Columbiana Rd.
Birmingham, Alabama 35216

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 its **MANAGING PARTNER, AWTREY BUILDING CORPORATION**, who is authorized to execute this conveyance, by **DONALD R. SLATTON, EXECUTIVE VICE PRESIDENT**, hereto set its signature and seal, this the 4th day of August, 1997.

SUMMER BROOK PARTNERSHIP
BY: AWTREY BUILDING CORPORATION, MANAGING PARTNER.

BY: Donald R. Slatton
DONALD R. SLATTON, EXECUTIVE VICE PRESIDENT
Inst # 1997-25961

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

08/14/1997-25961
01:34 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 75.00

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** 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.

Given under my hand and official seal, this the 4th day of August, 1997.

Cheryl R. Abbott
Notary Public

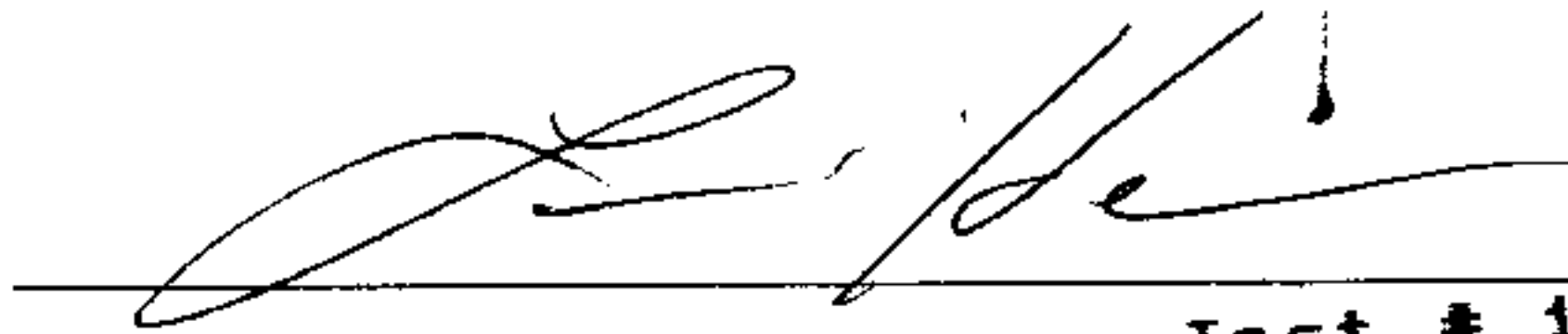
My Commission Expires: 1-26-99
Form ALA-32(Rev.12-74)

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 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:



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