

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

Send Tax Notice to:  
William E. Fullington  
✓ 1050 Highlands Drive  
Hoover, AL 35216

Inst # 1997-33299

**STATUTORY WARRANTY DEED . . . .**

**STATE OF ALABAMA )**  
**COUNTY OF SHELBY )**

**KNOWN ALL MEN BY THESE PRESENTS**, that in consideration of FIVE DOLLARS (\$5,000.00) 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 **WILLIAM E. FULLINGTON** (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

A strip of land being part of Lot 29, River Highlands, as recorded in Map Book 19, Page 111, in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Commence and begin at the Northwest Corner of said Lot 29, being also the Northeast Corner of Lot 30 of River Highlands; thence run Easterly along the Northerly line of Lot 29 a distance of 6.61 feet to a point being 105.19 feet West of the Northeast Corner of Lot 29; thence turn 63° 20' 21" Southeasterly a distance of 220.00 feet; thence right 5° 05' 44" a distance of 67.55 feet to the Easterly lot line of Lot 30, being the Westerly lot line of Lot 29; thence right 354° 54' 16" Northwesterly along the East lot line of Lot 30 a distance of 290.29 feet to the Point of Beginning.

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 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 the Grantee does not reimburse Grantor for such cost within ten (10) days after receipt of written demand.

10/14/1997-33299  
10:37 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NEL 16.00

**TO HAVE AND TO HOLD** to the said Grantee, his heirs, successors and assigns forever.

**IN WITNESS WHEREOF**, Aftco Properties, Inc. has caused this statutory warranty deed to be executed by its duly authorized officer this 13th day of October, 1997.

GRANTOR:

AFTCO PROPERTIES, INC.

By: Albert F. Thomasson  
Albert F. Thomasson  
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. Thomasson** whose name as **President** of Aftco Properties, Inc., whose name is signed to the foregoing Deed; and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he executed the same.

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

John W. West  
Notary Public  
My commission expires 1/28/99.

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10:37 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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