

(Name) John A. & Mary Liles
 202 Carl Nichols Drive
 (Address) Pelham, Alabama 35124

This instrument was prepared by

(Name) J. Steven Mobley, Esquire
 2126 Morris Avenue
 (Address) Birmingham, Alabama 35203

Form 1-1-5 Rev. 5/82
 WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA }
 SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS.

That in consideration of Twenty-Two Thousand Five Hundred and No/100 (\$22,500.00) DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,
 J. STEVEN MOBLEY, a married man dealing in his sole and separate property,

(herein referred to as grantors) do grant, bargain, sell and convey unto
 JOHN A. LILES, a married man, and MARY K. LILES, a married woman,

(herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in

Shelby County, Alabama to-wit:

Heather Ridge, Lot 8, as recorded in Map Book 17, Page 22, in the Probate Office of
 Shelby County, Alabama.

The above lot is conveyed subject to all covenants, restrictions, easements and
 rights-of-ways of record in the Probate Office of Shelby County, Alabama; and to
 Exhibit "A" attached hereunto and made a part of this conveyance; also subject to
 mineral and mining rights not owned by grantor; also subject to real property taxes
 for the year 1997 which are a lien on the property but not yet due and payable.

Said property is not homestead property as defined in Code of Alabama, Section 6-10-3.

Inst. # 1998-00194
 01/06/1998-00194
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TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being
 the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of
 the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and
 if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs
 and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted
 above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators
 shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s), this 21st
 day of October, 19 97

WITNESS:

 (Seal)

 (Seal)

 (Seal)

J. Steven Mobley
 J. STEVEN MOBLEY

STATE OF ALABAMA }
 SHELBY COUNTY }

I, Kenneth W. Walker, a Notary Public in and for said County, in said State,
 hereby certify that J. Steven Mobley
 whose name 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 has executed the same voluntarily
 on the day the same bears date.

Given under my hand and official seal this 21st day of October, A. D., 19 97

Kenneth W. Walker
 NOTARY PUBLIC STATE OF ALABAMA AT LARGE
 MY COMMISSION EXPIRES: Apr. 26, 2001
 BONDED THRU NOTARY PUBLIC UNTIL WRITERS

Notary Public

46100-8661 • 1501

STONE, PATTON, KIERCE & FREEMAN
 POST OFFICE BOX 237
 BESSEMER, ALABAMA 35021

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/minimize the discharge of all sources of pollution (i.e., sediment, trash, garbage, debris, oil & grease, chemicals, material, etc.) to waters of the State from disturbed areas within the boundaries of the property herein conveyed.

Grantee further covenants to exercise applicable Best Management Practices (BMPs) for control of pollutants in storm water run-off as provided in the Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas and to comply with all city, county, and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act, as amended, and the Alabama Environmental Management Act, as amended.

Grantee further agrees to comply with applicable portions of the Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination Systems (NPDES) General Permit issued for the property herein conveyed.

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 BMPs for the control of pollutants 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 costs 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.

The Grantee also agrees to pay any administrative fines and associated legal fees levied by the ADEM against the Grantor for non-compliance situations arising from actions or negligence on the part of the Grantee.

The foregoing shall be and is 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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