

## (RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was  
prepared by:

SEND TAX NOTICE TO:

R. Shan Paden  
PADEN & PADEN  
Attorneys at Law  
100 Concourse Parkway, Suite 130  
Birmingham, Alabama 35244

HAMPTON HOMES, L.L.C.  
104 KING CHARLES LANE  
ALABASTER, AL 35007

STATE OF ALABAMA)

COUNTY OF SHELBY)

Inst # 1998-09562

### WARRANTY DEED

**Know All Men by These Presents:** That in consideration of TWENTY ONE THOUSAND NINE HUNDRED and 00/100 (\$21,900.00) DOLLARS to the undersigned grantor, ROYAL CONSTRUCTION & DEVELOPMENT CO., INC. a corporation, in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto HAMPTON HOMES, L.L.C., (herein referred to as GRANTEES, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 306, ACCORDING TO THE SURVEY OF WYNDHAM, WYNWOOD SECTOR, AS RECORDED IN MAP BOOK 23, PAGE 37, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

**SUBJECT TO:**

1. Taxes for the year beginning October 1, 1997, which constitutes a lien but are not yet due and payable until October 1, 1998.
2. 20 foot building line, as shown by recorded map.
3. 5 foot Easement on rear and easement of varying widths on Southwest, as shown by recorded map.
4. Covenant and Agreement for consulting fees by and between Steven E. Chambers and Royal Construction and Development Company, Inc., Greg Gilbert and Nathan Gilbert recorded in Instrument #1997-31444, in the Probate Office of Shelby County, Alabama.
5. NOTE: Map Book 23, page 37 shows the following reservation: Sink Hole Prone Areas-The Subdivision shown hereon including lots and streets, lies in an area where natural lime sinks may occur. Shelby County, the Shelby County Engineer, the Shelby County Planning Commissioner and the individual members thereof and all other agents, servants or employees of Shelby County, Alabama, make no representations that the subdivision lots and streets are safe or suitable for residential construction, or for any other purpose whatsoever. "Area underlain by limestone and thus may be subject to lime sink activity."
6. Restrictions or Covenants recorded in Instrument #1997-34376, in the Probate Office of Shelby County, Alabama.
7. Easement to Town of Helena recorded in Deed Book 305, page 400; Deed Book 305, page 394; Deed Book 305, page 396; Deed Book 305, page 398 and Deed Book 305, page 402, in the Probate Office of Shelby County, Alabama.

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8. Easement to Plantation Pipeline Company recorded in Deed Book 258, page 49; Deed Book 113, page 61; Deed Book 180, page 192; Deed Book 258, page 47; Deed Book 258, page 49 and Deed Book 180, page 192, in the Probate Office of Shelby County, Alabama.
9. Easement recorded in Deed Book 311, page 153, in the Probate Office of Shelby County, Alabama.
10. Rights of ingress and egress as recorded in Real 192, page 743; Real 250, page 892; Real 250, page 894 and Real 251, page 602, in the Probate Office of Shelby County, Alabama.
11. Mineral and mining rights and rights incident thereto recorded in Deed Book 324, page 362, in the Probate Office of Shelby County, Alabama.
12. Easement to Southern Natural Gas recorded in Deed Book 88, page 551; Deed Book 146, page 301; Deed Book 147, page 579 and Deed Book 213, page 155, in the Probate Office of Shelby County, Alabama.
13. Easement for Alabama Power Company recorded in Real 142, page 221; Real 183, page 230; Real 230, page 774 and Real 1, page 332, in the Probate Office of Shelby County, Alabama.
14. Right of way to Shelby County, recorded in Volume 154, page 384, in the Probate Office of Shelby County, Alabama.

\$19,700.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

**TO HAVE AND TO HOLD** Unto the said GRANTEES, their heirs and assigns, forever.

And said GRANTOR does for itself, its successors and assigns, covenant with the said GRANTEES, 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, unless otherwise noted above; 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 the said GRANTEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, ROYAL CONSTRUCTION & DEVELOPMENT CO., INC., by its VICE-PRESIDENT, GREG GILBERT who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 13th day of March, 1998.

ROYAL CONSTRUCTION & DEVELOPMENT CO., INC.

By: *Greg Gilbert*  
GREG GILBERT, VICE-PRESIDENT

STATE OF ALABAMA)  
COUNTY OF SHELBY)

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ACKNOWLEDGEMENT SHELBY COUNTY JUDGE OF PROBATE  
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I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that GREG GILBERT, whose name as VICE-PRESIDENT of ROYAL CONSTRUCTION & DEVELOPMENT CO., INC., a corporation, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 13th day of March, 1998.

My commission expires: *12/22/00*

*Notary Public*