

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 290E
Birmingham, AL 35223

Send Tax Notice to:
DAVID FOWLER
SHARON A. MORGAN

*1018 Highlands Drive
Hoover, AL 35244*

Inst # 1998-10777

STATUTORY WARRANTY DEED

STATE OF ALABAMA }
COUNTY OF SHELBY }

KNOW ALL MEN BY THESE PRESENTS, that in consideration of FORTY-NINE THOUSAND NINE HUNDRED (\$49,900.00) and other good and valuable consideration, paid to the undersigned grantor, **AFTCO PROPERTIES, INC.**, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **AFTCO PROPERTIES, INC.** (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto **DAVID FOWLER and SHARON A. MORGAN** (hereinafter referred to as "Grantee"), as joint tenants with rights of survivorship, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 35, according to the survey of River Highlands, as recorded in Map Book 19, Page 111, in the Probate Office of Shelby County, Alabama.

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 1998 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 Grantee does not reimburse Grantor for such cost within ten (10) days after receipt of written demand.

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.

03/27/1998-10777
09:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOR BNA 61.00

CLAYTON T. SWEENEY, ATTORNEY AT LAW

IN WITNESS WHEREOF, Aftco Properties, Inc. has caused this statutory warranty deed to be executed by its duly authorized officer this 12th day of March, 1998.

GRANTOR:

AFTCO PROPERTIES, INC.

BY: Albert F. Thomasson
Albert F. Thomasson
ITS: President

Inst # 1998-10777

03/27/1998-10777
09:12 AM CERTIFIED
JEFFERSON COUNTY REG. OF PROBATE
002 598 61.00

STATE OF ALABAMA }
JEFFERSON COUNTY }

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, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and office seal of office this the 12th day of March, 1998.

[Signature]
Notary Public
My Commission Expires: 5/29/99

Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove.

[Signature]
DAVID FOWLER

[Signature]
SHARON A. MORGAN

STATE OF ALABAMA }
JEFFERSON COUNTY }

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **DAVID FOWLER** and **SHARON A. MORGAN**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, executed the same voluntarily as their act on the day the same bears date.

Given under my hand and official seal this the 12th day of March, 1998.

[Signature]
Notary Public
My Commission expires: 5/29/99