

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

Send Tax Notice To:
Charles S. Givianpour
5101 Cyrus Circle
Birmingham, Al. 35242

Warranty Deed

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Fifty-One Thousand, Two Hundred Fifty and no/100 ea., (\$51,250.00) _____ DOLLARS,
ea. to the undersigned grantor, Total of Two Hundred Five Thousand, and no/100 (\$205,000.00) _____ DOLLARS,

**WEATHERLY INVESTMENT 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

PRIME REALTY, INC.

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

Shelby County, Alabama to wit:

Lot 178, according to the survey of Weatherly Sector 2, Phase II,
as recorded in Map Book 14, Page 73, in the Probate Office
of Shelby County, Alabama.

Lots 100, 90, & 93, according to the survey of Weatherly, Oxford Sector,
as recorded in Map Book 19, Page 38, in the Probate Office of Shelby
County, Alabama.

The above lot is conveyed subject to all easements, restrictions, covenants and rights of ways of Record and exhibit A
attached and hereunto made a part of this conveyance.

Grantee's Address: 5101 Cyrus Circle
Birmingham, Alabama 35242

CORRECTED DEED To correct the Grantee 1997-10227 A.Y.A.

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-JOHNSON DEVELOPMENT CORP.**, who is authorized to execute this conveyance, hereto set its signature and seal, this the 26th day of March, 1998.


AWTREY-JOHNSON DEVELOPMENT CORP., MANAGING PARTNER

BY: 
DONALD R. SLATTON, EXECUTIVE VICE PRESIDENT
AWTREY-JOHNSON DEVELOPMENT CORP.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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** of Awtrey-Johnson Development Corp., whose name as general managing partner of Weatherly Investment Partnership, an Alabama General Partnership, is signed to the foregoing conveyance, and who is known to me, the conveyance, he, as such officer and with full authority, executed the same voluntarily.

Given under my hand and official seal, this the 26th day of March 1998.

Inst # 1998-13322

Notary Public

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

04/14/1998-13322
02:18 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 12.00

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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