

3650

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was
prepared by:

SEND TAX NOTICE TO:

MICHAEL S. HOLLAND

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

STATE OF ALABAMA)

COUNTY OF SHELBY)

Inst # 1998-18418

05/20/1998-18418
09:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
12.00
002 NC3

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, This Warranty deed is executed and delivered on the 12th day of May, 1998, by NATALAY WOODS, L.L.C., an Alabama Limited Liability Company (hereinafter called "Grantor"), in favor of MICHAEL S. HOLLAND, AN UNMARRIED PERSON and SARAH M. RIHA, AN UNMARRIED PERSON (hereinafter called "Grantee"), as joint tenants with rights of survivorship, in Shelby County, Alabama.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of **TWENTY FIVE THOUSAND AND NO/100THS DOLLARS (\$25,000.00)**, in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, grant, bargain, sell and convey unto Grantee, the following described real property (the "Property"), situated in Shelby County, Alabama:

LOT 91, ACCORDING TO THE SURVEY OF CAMERON WOODS, AS RECORDED IN MAP BOOK 23, PAGE 106, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. Ad valorem taxes due and library district assessments payable October 1, 1998, and all years thereafter;
2. 30 foot building line on front and rear, as shown by recorded map.
3. 30 foot Easement on rear, as shown by recorded map.
4. 20 foot Easement on south, as shown by recorded map.
5. Restrictions as shown by recorded Map.
6. Restrictions to be filed for record in the Probate Office of Shelby County, Alabama.
7. Right of Way granted to Alabama Power Company by instrument recorded in Real 299, page 370, in the Probate Office of Shelby County, Alabama.
8. Oil and Gas Lease as recorded in Volume 324, page 381 in the Probate Office of Shelby County, Alabama.
9. Mineral and mining rights and rights incident thereto recorded in Real 187, page 755, in the Probate Office of Shelby County, Alabama.

Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owners, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.

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 lot herein conveyed. Grantee further covenants to exercise Best Management Practices (BMPs) for control of pollutants in storm water runoff and to comply with all city 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 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 siltation in storm water runoff. Grantor further reserves the right and authority to impose a lien on the Property for the collection of the 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.

TO HAVE AND TO HOLD, unto said GRANTEE, its successors and assigns, forever it being the intention of the parties to his 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.

IN WITNESS WHEREOF, the undersigned Grantor, CHARLES S. GIVIANPOUR AS MEMBER OF NATALAY WOODS, L.L.C., has executed this instrument as of the day and year first above written.

NATALAY WOODS, L.L.C

By: 6-1-
CHARLES S. GIVIANPOUR, MEMBER

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that CHARLES S. GIVIANPOUR, whose name as MEMBER of NATALAY WOODS, L.L.C., an Alabama Limited Liability Company 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 12th day of May, 1998.

My commission expires:

05/20/1998-18418
09:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOR MCD 12.00