

This instrument was prepared by:  
Carla Martin Kirk  
5330 Stadium Trace Parkway, Suite 245  
Birmingham, Alabama 35244

Send Property Tax Notice To:  
D&D Construction, L.L.C.  
501 Grove Hill  
Montevallo, AL 35115

### WARRANTY DEED

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Thirty-Six Thousand Five Hundred and no/100 (\$36,500.00) DOLLARS, to the undersigned grantor,

**SILVER LEAF, L.L.C.**

(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

**D & D CONSTRUCTION, L.L.C.**

(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in Shelby County, Alabama to wit:

Lot 49, according to the survey of Silver Leaf, Phase I,  
as recorded in Map Book 24, Page 16 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 hereto made a part of this conveyance.

Grantee's Address: 501 Grove Hill  
Montevallo, Alabama 35115

**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 MEMBERS who are authorized to execute this conveyance, hereto set its signatures and seals, this the 28th day of August, 1998.

SILVER LEAF, L.L.C.

BY: [Signature]

Its: MEMBER

SILVER LEAF, L.L.C.

BY: [Signature]

Its: MEMBER

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

SILVER LEAF, L.L.C.

BY: [Signature]

Its: MEMBER

THE ENTIRE PURCHASE PRICE ABOVE WAS  
PAID BY PROCEEDS OF MORTGAGE LOAN  
CLOSED SIMULTANEOUSLY HEREWITH.

09/10/1998-35434  
11:16 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOE CRH 12.00

I, the undersigned authority a Notary Public in and for said County, in said State, hereby certify that John Crawford, J. Dan Taylor and Leonard Caggins for United Homebuilders, whose names as Members 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, as such members and with full authority, executed the same voluntarily.

Given under my hand and official seal, this the 28th day of August, 1998.

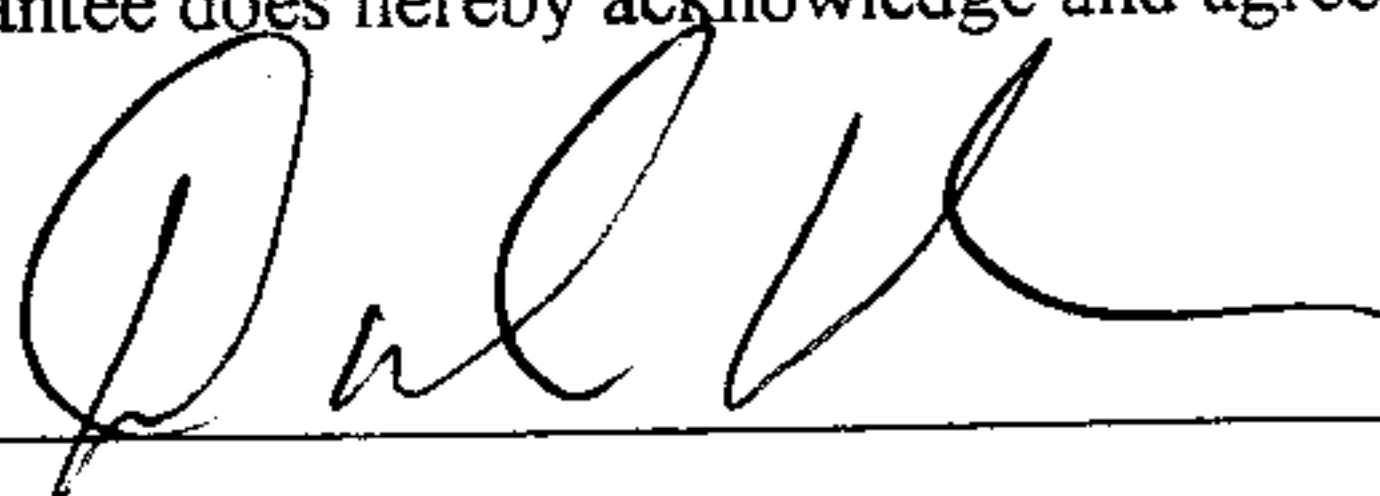
[Signature]  
Notary Public

**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:



---

Inst # 1998-35434

09/10/1998-35434  
11:16 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CRH 12.00