

This instrument was prepared by:
Carla Martin Kirk

5330 Stadium Trace Parkway, Suite 245
Birmingham, Alabama 35244

Send Property Tax Notice To:
CHARLES PERKINS d/b/a
PERKINS BUILDING CO.
1031 South 21st Street
Birmingham, AL 35205

WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

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, **GREG BEERS, a married man**

(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

CHARLES PERKINS, d/b/a
Perkins Building Company

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

Lot 55, according to the survey of Silver Leaf, Phase 1,
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, taxes for 1999 and subsequent years not yet due and payable; and Exhibit A attached and hereunto made a part of this conveyance.

The property described herein is not the homestead of the Grantor nor of the Grantor's spouse.

TO HAVE AND TO HOLD, to the said **GRANTEE**, his, her or their heirs and assigns forever.

And said **GRANTOR** does for himself, his heirs, executors, 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 he will, and his heirs, executors, 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.

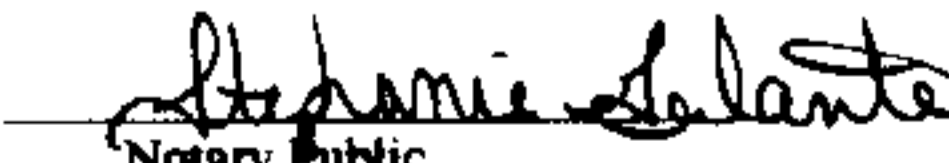
IN WITNESS WHEREOF, I have hereunto set my hand and seal this, this the 13th day of September, 1999.

 (SEAL)
GREG BEERS

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority a Notary Public in and for said County, in said State, hereby certify that **GREG BEERS** whose name 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 executed the same voluntarily.

Given under my hand and official seal, this the 13 day of September, 1999.


Notary Public

My Commission Expires: _____
Form ALA-32(Rov.12-74)

Notary Public, Alabama, State of Large
My Commission Expires October 24, 1999

Inst # 1999-39328

09/20/1999-39328
12:04 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE HWS 47.50

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:

BY: 
CHARLES PERKINS

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