

SEND TAX NOTICES TO:

HOME LEASING, L.L.C.
5330 STADIUM TRACE PARKWAY
BIRMINGHAM, AL 35244

WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) to the undersigned grantor, in hand paid by the grantee herein, the receipt of which is hereby acknowledged, **SUMMER BROOK PARTNERSHIP, AN ALABAMA GENERAL PARTNERSHIP**, (herein referred to as "Grantor"), hereby grants, bargains, sells, and conveys unto **HOME LEASING, L.L.C.**, (herein referred to as "Grantee"), the following described real estate situated in Shelby County, Alabama, to wit:

Lot 144, according to the Survey of Summer Brook, Sector 5, Phase 3, as recorded in Map Book 21, Page 106, in the Probate Office of Shelby County, Alabama.

Subject to all easements, restrictions, covenants, rights of way of record; taxes for 2000 and of subsequent years not yet due and payable, and Exhibit "A" attached hereto.

\$25,000.00 of the purchase price recited herein was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD the described premises to Grantee, its successors and assigns forever.

AND THE GRANTOR does for itself, successors and assigns, covenant with said Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple of the premises, that they are free from all encumbrances, unless otherwise noted above, that Grantor has good right to sell and convey the same as aforesaid, and that Grantor will and its successors and assigns shall warrant and defend same to said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the 22nd day of October, 1999.

**SUMMER BROOK PARTNERSHIP,
AN ALABAMA GENERAL PARTNERSHIP**

By: Donald R. Slatton
(Grantor) DONALD R. SLATTON
ITS: GENERAL PARTNER

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DONALD R. SLATTON, whose name as General Partner of Summer Brook Partnership, an Alabama General Partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such general partner, and with full authority, executed the same voluntarily, as an act of said partnership, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 22nd day of October, 1999.

Anne R. Strickland
NOTARY PUBLIC Anne R. Strickland
My Commission Expires: 5/11/01

THIS INSTRUMENT PREPARED BY:
Anne R. Strickland, Attorney at Law
5330 Stadium Trace Parkway, Suite 250
Birmingham, AL 35244

Inst # 1999-44230
10/27/1999-44230
10:58 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 031 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:



Inst # 1999-44230

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SHELBY COUNTY JUDGE OF PROBATE
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