

This instrument was prepared by:  
Clayton T. Sweeney, Esquire  
2700 Highway 280 East  
Suite 290E  
Birmingham, AL 35223

Send Tax Notice to:  
INVESTMENT PARTNERS, INC.  
3321 Blue Bell Lane  
Birmingham, AL 35292

### STATUTORY WARRANTY DEED

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

KNOW ALL MEN BY THESE PRESENTS, that in consideration of ONE HUNDRED THIRTY THOUSAND AND 00/100 DOLLARS (\$130,000.00) and other good and valuable consideration, paid to the undersigned grantor, LAKE HEATHER DEVELOPMENT CO., INC., in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said LAKE HEATHER DEVELOPMENT CO., INC. (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto INVESTMENT PARTNERS, INC., (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 17, according to the Survey of Lake Heather Estates, as recored in Map Book 16, Page 121 A, B & C, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

\$125,000.00 of the purchase price recited above was paid from the proceeds of a mortgage loan closed simultaneously herewith.

Subject to:

1. Ad valorem taxes due and library district assessments payable October 1, 2000, and all years thereafter;
2. Fire district dues as and when due and payable;
3. Restrictive Covenants as recorded in Instrument No. 1992-18226 and Instrument No. 1999-1346, in Probate Office.
4. Agreement between Lake Heather Development Co., Inc. and City of Hoover, recorded in Instrument No. 1992-26077 in Probate Office.
5. Title to minerals underlying caption lands with mining rights and privileges belonging thereto, as recorded in Deed Book 5, Page 355; Deed Book 4, Page 442, and Deed Book 48, Page 427, in Probate Office.
6. The rights of upstream and downstream riparian owners with respect to Heather Lake.
7. Private Subdivision Agreement with the City of Hoover, recorded in Instrument 1992-26077, in Probate Office.
8. Single Family Residence Restrictions as shown by recorded Map.

Grantor shall not be liable for, and no action shall be asserted against Grantor 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 owner, occupants, or other person who enters upon ant 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, 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.

07/12/2000-23303  
08:25 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 16.00

CLAYTON T. SWEENEY, ATTORNEY AT LAW

Inst # 2000-23303

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 (BMP's) 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, subcontractors 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 herein conveyed for the collection of cost incurred in the installation, erection or maintenance of such measures provided guarantee 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** to the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, LAKE HEATHER DEVELOPMENT CO., INC. has caused this statutory warranty deed to be executed by its duly authorized officer this 6 day of July, 2000.

GRANTOR:

CSG CONSTRUCTION CO., INC


BY:

  
Concetta Givianpour  
ITS: Vice President

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON     )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that **Concetta Givianpour**, whose name as **Vice President** of LAKE HEATHER DEVELOPMENT CO., INC., is signed to the foregoing Deed; and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and office seal of office this the 6<sup>th</sup> day of July, 2000.

  
Notary Public

My Commission Expires. 6-5-2003

Inst # 2000-23303

07/12/2000-23303  
08:252AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 16.00