

# Cahaba Title, Inc.

Eastern Office  
(205) 833-1571  
FAX 833-1577

Riverchase Office  
(205) 988-5600  
FAX 988-5905

This instrument was prepared by:  
(Name) Dixie Walker-Duncan  
(Address) 2172 Hwy 31 S.  
Pelham, AL 35124

Send Tax Notice to:  
(Name) Lawrence & Ywonna Whatley  
(Address) 909 Woodbrook Rd.  
Birmingham, AL 35215

## CORPORATION FORM WARRANTY DEED

STATE OF ALABAMA  
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Forty-Four Thousand Dollars (\$44,000.00) DOLLARS

to the undersigned grantor, H. Walker & Associates, Incorporated a corporation

(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

Lawrence Whatley, Jr. and Ywonna H. Whatley, Jr. (husband & wife)  
as joint tenants, with right of survivorship

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

Lot 2, Royal Oaks 8th Sector as recorded in Map Book 24, Page 113,  
in the office of Judge of Probate Shelby County Alabama being  
situated in Shelby County.

Subject to easements, setbacks, restrictions and covenants of record.  
Subject to Exhibit A, "Covenant for Storm Water Run-Off Control."

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SHELBY COUNTY JUDGE OF PROBATE  
002 MMB 55.00

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs, devisees, assigns, or its successors and assigns forever.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, his, her, or their heirs, devisees, executor or assigns, or its successors 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 against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its Dixie Walker-Duncan, Vice- President, who is authorized to execute this conveyance, hereto set its signature and seal,

this the 13th day of September, 2000.

ATTEST:

Secretary

By Dixie Walker-Duncan (Seal)  
Dixie Walker-Duncan Vice President

STATE OF ALABAMA  
SHELBY County }

I, a Notary Public in and for said County, in said State,

hereby certify that Dixie Walker-Duncan

whose name as Vice President of H. Walker & Associates, Inc., a corporation, 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)(she), as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 13th day of September, 2000.

Notary Public  
10-21-00 Comm. Exp.

## **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 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 and 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:

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