

Cahaba Title, Inc.

Eastern Office
(205) 833-1571
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(205) 988-5600
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This instrument was prepared by:

(Name) Frances J. Walker
(Address) 2172 Highway 31 So.
Pelham, AL 35124

Send Tax Notice to:

(Name) Herman T. Watts
(Address) 252 Cahaba Oaks Trail
Pelham, AL 35124

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, Inc. 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

Herman T. Watts

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

Lot 5, 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.
Exhibit A and Storm Water Covenant.

STORM WATER RUN-OFF COVENANT(See Exhibit A).

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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 Secretary, Frances J. Walker ~~President~~, who is authorized to execute this conveyance, hereto set its signature and seal,

this the 18th day of April, ~~19~~ 2001.

ATTEST:

~~Secretary~~

By Frances J. Walker (Seal)
Frances J. Walker ~~President~~ Secretary

STATE OF ALABAMA

SHELBY County }

I, Sharron L. Kayton

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

hereby certify that Frances J. Walker

whose name as Secretary ~~President~~ of H. walker & Assoc. 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 18TH day of April, 2001 ~~19~~

SHARRON L. KAYTON
Notary Public, Alabama
My Commission Expires 08-01-2003

Sharron L. Kayton
Notary Public

EXHIBIT A

GRANTOR: H. WALKER & ASSOCIATES, INC.

GRANTEE: HERMAN T. WATTS

STORM RUN-OFF COVENANT:

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.

MINERAL RIGHTS AND SOIL CONDITIONS COVENANT:

Grantor has not made and specifically disclaims any warranty, guaranty or representation, oral or written, past present or future, of, as to, or concerning the nature and condition of the property including, but not limited to, the water soil, sub-soil conditions and geology of the Property, and the suitability thereof for any and all activities and uses which Purchaser may elect to conduct thereon. Grantee expressly acknowledges that no such other warranties or representations have been made by or on behalf of Grantor. It is expressly understood and agreed that with respect to the physical condition of the property, the Property is being sold hereunder "AS IS" and "WITH ALL FAULTS", without any representation or warranty by Grantor. GRANTOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO (1) THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY REGARDING HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR (2) THE ACCURACY OF COMPLETENESS OF ANY INFORMATION OR DATA PROVIDED OR TO BE PROVIDED BY GRANTOR OR GRANTOR TO GRANTEE. Grantee expressly acknowledges to Grantor that grantee has made its own independent inspections and investigations of the Property and has purchased the Property (i) based solely upon and in reliance upon its own independent inspections and investigations of the Property, and (ii) without relying upon any representation, warranty or agreement by Grantor, its agents or contractors, or by any other person or entity purporting to act or speak for or on behalf of grantor with respect to the condition of the Property or any part thereof. Grantee, for itself and its heirs, successors and assign, waives and releases all claims of every nature whatsoever, present and future, against Grantor based upon or in connection with the connection with the condition of the Property, the soil or the sub-soil conditions, including but not limited to the presence of any underground mines, tunnels or sinkholes, or any subsidence of the surface of the property related thereto or caused thereby, and hereby releases Grantor from any liability whatsoever with respect thereto. The provisions of this paragraph shall run with the land and shall be binding upon Grantee and all subsequent owners of the Property or any part thereof."

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