

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 160
Birmingham, AL 35223

Send Tax Notice to:
Richard L. Carman & Susan K. Carman
409 Inverness Cliffs
Birmingham, AL 35242

Inst # 2002-01820

STATUTORY WARRANTY DEED

**STATE OF ALABAMA)
COUNTY OF SHELBY)**

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **TWENTY-EIGHT THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$28,500.00)** and other good and valuable consideration, paid to the undersigned grantor, **BRYNLEIGH ESTATES DEVELOPMENT CO., INC.**, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **BRYNLEIGH ESTATES DEVELOPMENT CO., INC.** (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto **RICHARD L. CARMAN and SUSAN K. CARMAN** (hereinafter referred to as "Grantee"), as joint tenants with rights of survivorship, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 210, according to the Survey of Brynleigh Estates, 2nd Sector, Givianpour's Addition to Double Mountain, as recorded in Map Book 21, Page 65, in the Probate Office of Shelby County, Alabama.
Mineral and mining rights excepted.

The above property is conveyed subject to:

- (i) All valid and enforceable easements, covenants, conditions and restrictions of record, including, without limitation, that certain Declaration of Protective Covenants of Brynleigh Estates, as recorded in Instrument #1995-12051, Articles of Incorporation of Brynleigh Estate Residential Association, Inc. as recorded in Instrument# 1995-12052 and Supplementary Declaration of Protective Covenants as recorded in Instrument #1996--25108, (ii) the lien of ad valorem and similar taxes for 2002 and subsequent years, including any "roll-back" taxes and (iii) all matters that would be revealed by a current and accurate physical survey of the subject property.

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, it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, Brynleigh Estates Development Co., Inc. has caused this statutory warranty deed to be executed by its duly authorized officer this 3 day of January, 2002.

GRANTOR:
BRYNLEIGH ESTATES DEVELOPMENT
CO., INC.

BY: 
Concetta Givianpour
ITS: Vice President

01/10/2002-01820
09:20 AM CERTIFIED

1
SHELBY COUNTY JUDGE OF PROBATE
002 CH 42.50

CLAYTON T. SWEENEY, ATTORNEY AT LAW

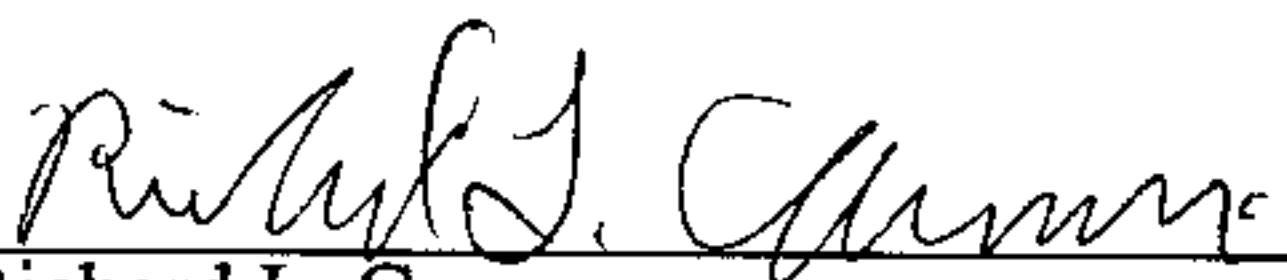
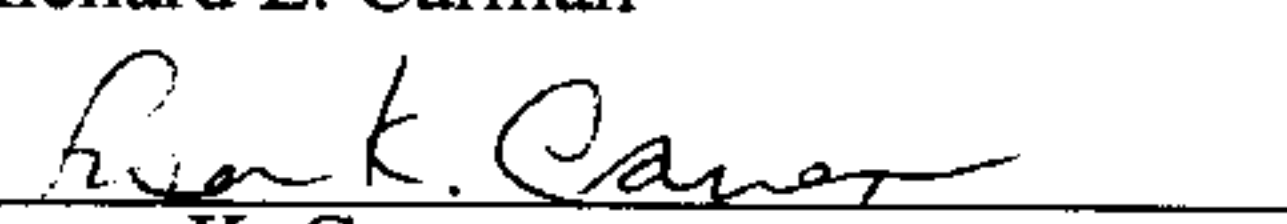
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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 Brynleigh Estates 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, 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 office seal of office this the 3rd day of January, 2002.


Notary Public
My Commission Expires: 6-5-2003

The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantees, their successors and assigns, hereby agree and understands that the property conveyed herein is subject to the foregoing covenants and restrictions.


Richard L. Carman

Susan K. Carman

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **RICHARD L. CARMAN** and **SUSAN K. CARMAN**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 3rd day of January, 2002.


Notary Public
My Commission expires: 6-5-2003

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