This instrument was prepared by: Kelly Reid-Bailess 5330 Stadium Trace Parkway Birmingham, Alabama 35244 Send Property Tax Notice To: Worthington Homes, Inc. 818 Maplewood Trail Montevallo, Al. 35115

Warranty Deed

## PORTRAIT HOMES AND DEVELOPMENT, INC.

(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

## WORTHINGTON HOMES, INC.

(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in

Shelby County, Alabama to wit:

Lot 16, Weatherly Berkshire Manor, Sector 19, MB 24, PG 43, as recorded in Map Book 24, Page 43, in the Probate Office of Shelby County, Alabama.

The above lots are conveyed subject to all easements, restrictions, covenants and rights of ways of Record and exhibit A attached and hereunto made a part of this conveyance.

Grantee's Address:

818 Maplewood Trail Montevallo, Al. 35115

The full consideration quoted above was paid from a mortgage loan closed simultaneously herewith.

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

IN WITNESS WHEREOF, the said GRANTOR by its PRESIDENT, Robert L. Snider, who is authorized to execute this conveyance, hereto set its signature and seal, this the 14th day of January, 2002.

PORTRAIT HOMES AND DEVELOPMENT, INC.

ROBERT L. SNIDER, PRESIDENT

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority a Notary Public in and for said County, in said State, hereby certify that ROBERT L. SNIDER, whose name as **PRESIDENT**, 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, as such officer and with full authority, executed the same voluntarily.

Given under my hand and official seal, this the 16th day of January, 2002.

My Commission Expires: 1 - 26 - 03

Form ALA-32(Rev.12-74)

01/22/2002-03487 09:50 AM CERTIFIED SHELBY COUNTY JUNGE OF PROBATE 002 CH 15.00

Return To: Alabama Title Co., Inc.

## **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 sate 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 # 2002-03487

01/22/2002-03487 09:50 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 002 CH 15.00