

This instrument was prepared by:
SouthFirst Mortgage, Inc.
2159 Rocky Ridge Road, Suite 101
Birmingham, Alabama 35216

Send Tax Notice to: Sweeney Homebuilders, Inc.
3311 County Road # 2
Montevallo, Alabama 35115

CORPORATION FORM WARRANTY DEED

STATE OF ALABAMA)
JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of **Thirty-nine Thousand and 00/100 (\$39,000.00)** DOLLARS to the undersigned grantor, **Don Martin Construction Company, Inc.** a corporation (therein 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 **Sweeney Homebuilders, Inc.** (herein referred to as GRANTEE, whether one or more), the following described real estate, situated in **Shelby County**, Alabama, to wit:

Lot 7, according to the Survey of Falliston Ridge, Second Sector, as recorded in Map Book 31, Page 87, in the Probate Office of Shelby County, Alabama.

Subject to:

- 1. Declaration of Protective Covenants for Falliston Ridge, Second Sector, as recorded in the Probate Court of Shelby County, Alabama.**
- 2. General and special taxes or assessments for 2003 and subsequent years not yet due and payable.**
- 3. Existing easements, restrictions, set-back lines, rights of ways, limitations, if any, and mineral and mining rights of record.**
- 4. Exhibit A attached and made a part hereof.**

The entire purchase price was paid by proceeds of mortgage loan closed simultaneously herewith

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

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

IN WITNESS WHEREOF, the said GRANTOR by its President, who is authorized to execute this conveyance, hereto set its signature and seal this the **19th day of February, 2004.**

Don Martin Construction Company, Inc.

By 
Don Martin, President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that **Don Martin** whose name as **President of Don Martin Construction Company, 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, 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 **19th day of February, 2004**

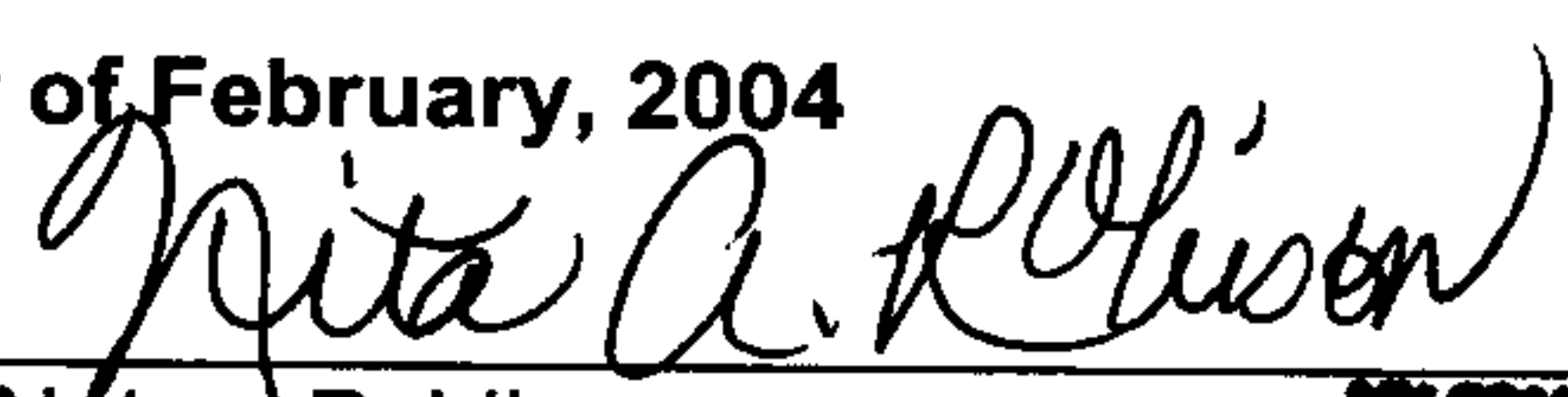

Notary Public
Commission Expiration: **MY COMMISSION EXPIRES FEB. 13, 2008**

EXHIBIT "A"

Attached hereto and made a part of that certain Corporation Form Warranty Deed dated February 19, 2004 by and between Don Martin Construction Company, Inc. and Sweeney Homebuilders, Inc.

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/minimize the discharge of all sources of pollution (i.e., sediment, trash, garbage, debris, oil & grease, chemicals, material, etc.) to waters of the State from disturbed areas within the boundaries of the property herein conveyed.

Grantee further covenants to exercise applicable Best Management Practices (BMPs) for control of pollutants in storm water run-off as provided in the Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas and to comply with all city, county, and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act, as amended, and the Alabama Environmental Management Act, as amended.

Grantee further agrees to comply with applicable portions of the Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination Systems (NPDES) General Permit issued for the property herein conveyed.

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 BMPs for the control of pollutants 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 costs incurred in the installation, erection or maintenance of such measures provided Grantee does not reimburse Grantor for such cost within ten (10) days after receipt of written demand.

The Grantee also agrees to pay any administrative fines and associated legal fees levied by the ADEM against the Grantor for non-compliance situations arising from actions or negligence on the part of the Grantee.

The foregoing shall be and is 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.