This instrument was prepared by:
Carla Martin Kirk
5330 Stadium Trace Parkway, Suite 245
Birmingham, Alabama 35244

Send Property Tax Notice To:
McGINNIS CONSTRUCTION COMPANY, INC.
120 SUMMER CIRCLE
BIRMINGHAM, AL 35242

20050801000385680 1/2 $15.00
Shelby Cnty Judge of Probate, AL
08/01/2005 12:29:05PM FILED/CERT

WARRANTY DEED

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF JEFFERSON)

That in consideration of Forty-two Thousand Five Hundred and no/100 ($42,500.00) DOLLARS,

to the undersigned grantor,

SOUTHLAND DEVELOPMENT, L.L.C.

(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

McGINNIS CONSTRUCTION COMPANY, INC.

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

Lot 235 according to the Survey of Lakewood, Phase 2, as recorded in Map Book 35, Page 42 in the Probate Office of Shelby County, Alabama.

The above lot is 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: 120 SUMMER CIRCLE
BIRMINGHAM, AL 35242

Property herein conveyed is subject to the Restrictive Covenants of Lakewood Estates Residential declaration of Covenants, Conditions and Restrictions dated January 28, 2004 and shall be a covenant to run with the land.

ALL OF THE CONSIDERATION IS BEING PAID BY THE PROCEEDS OF A FIRST MORTGAGE LOAN EXECUTED AND RECORDED 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 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 **MEMBERS** who are authorized to execute this conveyance, hereto set their signatures and seals, this the 8th day of July, 20 05.

SOUTHLAND DEVELOPMENT, L.L.C.

BY: _____
Its: MEMBER

SOUTHLAND DEVELOPMENT, L.L.C.

BY: _____
Its: MEMBER

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority a Notary Public in and for said County, in said State, hereby certify that Connor Farmer, and J. Dan Taylor whose names as Members of Southland Development, L.L.C. 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, as such members and with full authority, executed the same voluntarily.

Given under my hand and official seal, this the 8th day of July, 2005.

Carla Martin Kirk
Notary Public

My Commission Expires: 5/31/09

Compared Exam

20050801000385680 2/2 $15.00
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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:

McGinnis Const. Co Inc.

Rocky McGinnis Pres