**SEND TAX NOTICES TO:**
Home Smith, L.L.C.
5800 FELDSPAR WAY
HOOVER, AL 35244

20060104000006650 1/2 $15.00
Shelby Cnty Judge of Probate, AL
01/04/2006 02:52:25PM FILED/CERT

# WARRANTY DEED

STATE OF ALABAMA )
COUNTY OF SHELBY )

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of the sum of SIX HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED and no/100 Dollars ($625,800.00) and other good and valuable consideration to the undersigned grantors, in hand paid by the grantee herein, the receipt of which is hereby acknowledged **ASKJ, L.L.C., an Alabama limited liability company** (herein referred to as "Grantor"), hereby grants, bargains, sells, and conveys to **HOME SMITH, L.L.C., an Alabama limited liability company,** (herein referred to as "Grantee"), its interest in the following described real estate situated in Shelby County, Alabama, to wit:

LOTS 1, 2, 3, 4, 26, 28, 38, 39, 40, 64, 65, and 69, according to the Survey of Lake Forest, Sixth Sector, as recorded in Map Book 36, Page 35-A and 35-B, in the Probate Office of Shelby County, Alabama.

Subject to all easements, restrictions, covenants, rights of way of record; taxes for 2006 and subsequent years not yet due and payable; Exhibit A attached hereto and incorporated herein by this reference.

**TO HAVE AND TO HOLD** the described premises to Grantee, its successors and assigns forever.

**AND THE GRANTOR** does for its successors and assigns, covenant with said Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple of the premises, that they are free from all encumbrances, unless otherwise noted above, that Grantor has good right to sell and convey the same as aforesaid, and that Grantor will and its successors and assigns shall warrant and defend same to said Grantee, its successors and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF,** the Grantor has signed and sealed this Deed on the 28TH day of December, 2005.

**ASKJ, L.L.C., an Alabama limited liability company**

**BY:**
**JOHN H. STREET, JR.**
**ITS: AUTHORIZED MEMBER**

STATE OF ALABAMA )
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify JOHN H. STREET, JR., whose name as Authorized Member of ASKJ, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily in his capacity for the aforesaid limited liability company on the day the same bears date.

Given under my hand and official seal, this the 28TH day of December, 2005.

NOTARY PUBLIC
My Commission Expires: 9/16/09

THIS INSTRUMENT PREPARED BY:
Anne R. Strickland, Attorney at Law
5330 Stadium Trace Parkway, Suite 250
Birmingham, Alabama 35244

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

20060104000006650 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 convents 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 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-contractor and 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.

HOME SMITH, LLC

BY: _____ (Seal)

ITS: MEMBER