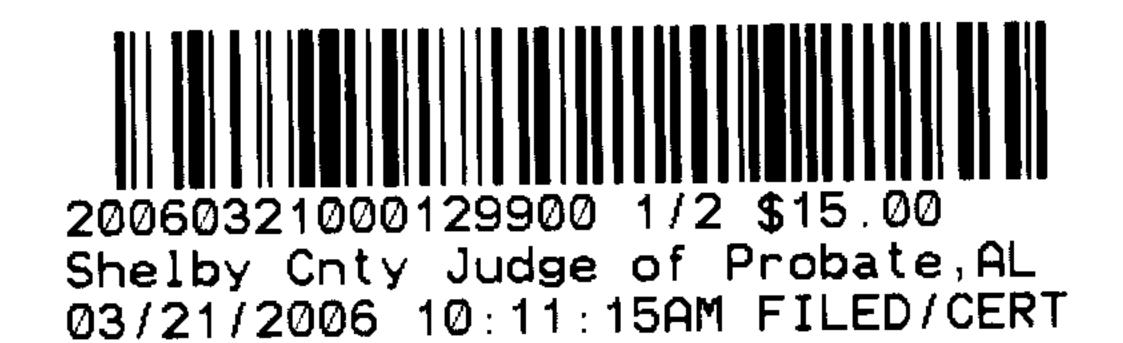
This instrument was prepared by: Carla Martin Kirk 5330 Stadium Trace Parkway, Suite 245 Birmingham, Alabama 35244

Send Property Tax Notice To: DAVID ACTON BUILDING CORP.

3005 Riverbrook Lane Birmingham, AL 35242



WARRANTY DEED

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF JEFFERSON

That in consideration of Three Hundred Fifty Thousand and no/100 (\$350,000.00) DOLLARS,

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

DAVID ACTON BUILDING CORP.

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

> Lots 309, 337, 336, 311, 335 and 334 according to the Survey of Lakewood Phase 3, as recorded in Map Book 36, Page 81 in the Probate Office of Shelby County, Alabama.

ALL CONSIDERATION IS BEING PAID BY THE MORTGAGE. 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:

3005 Riverbrook Lane 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.

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 3%, day of March, 20 ic. SOUTHLAND DE VELOPMENT, L.L.C. 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 137% day of Mine 4, 2009.

Thula Martin Buk Notary Public

My Commission Expires: 5/30/69

20060321000129900 2/2 \$15.00 Shelby Cnty Judge of Probate, AL 03/21/2006 10:11:15AM FILED/CERT

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:

2 MM Sales