

This Instrument Was Prepared By:
Holliman & Shockley
2491 Pelham Pkwy
Pelham, AL 35124
\$106,500.00

Shelby County, AL 03/26/2008
State of Alabama
Deed Tax: \$16.00

STATE OF ALABAMA

CORPORATION WARRANTY DEED, JOINTLY
LIFE WITH REMAINDER TO SURVIVOR

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of other good and valuable considerations and the sum of Ten and no/100 (\$10.00) Dollars to the undersigned GRANTOR in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, MOBLEY DEVELOPMENT, INC., (hereinafter referred to as GRANTOR), does hereby grant, bargain, sell and convey unto JEFFERY A. SERIO and SUSAN J. SERIO, husband and wife, (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in the County of Shelby and State of Alabama, to-wit:

Lot 1214 according to the Survey of FINAL PLAT THE MANORS OF
BALLANTRAE CLUB DRIVE as recorded in Map Book 36, Page 82, Shelby
County, Alabama Records.

This conveyance is hereby made subject to the attached Exhibit A entitled
Covenant for Stormwater Runoff which is hereby incorporated by reference,
restrictions, easements and rights of way of record in the Probate Office of Shelby
County, Alabama.

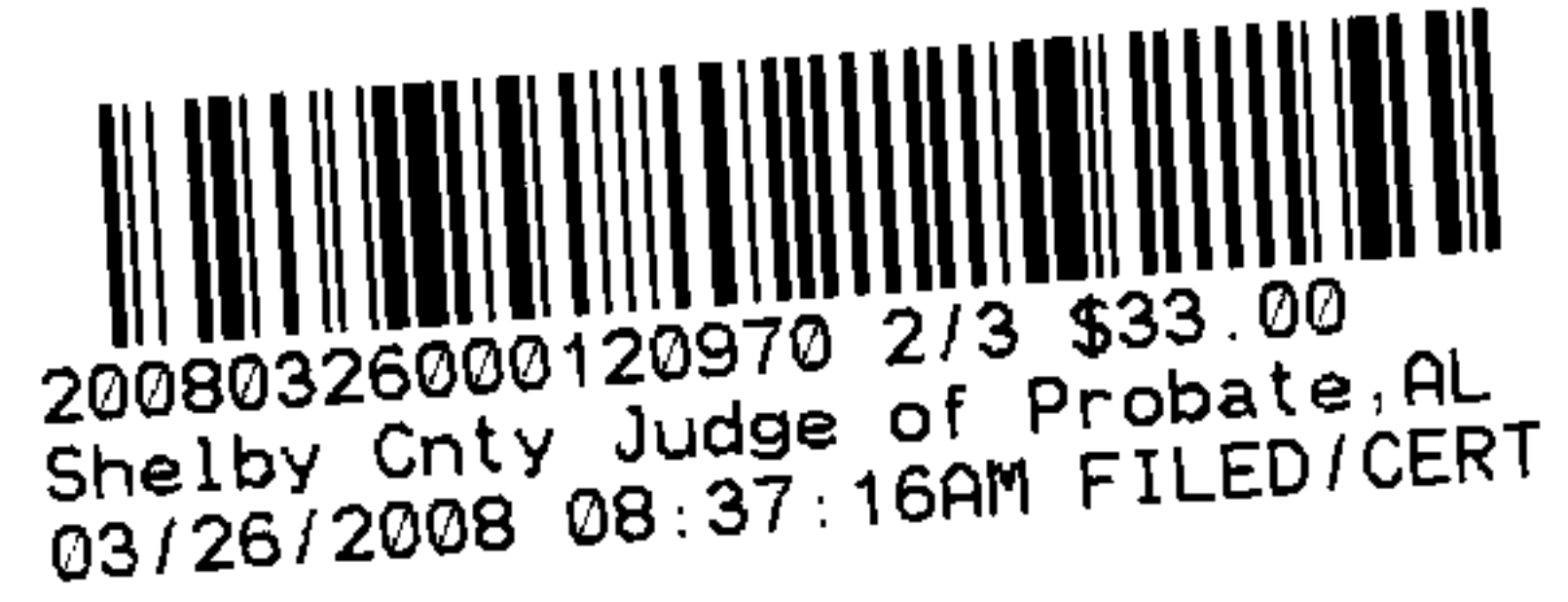
Restrictive Covenant Running with the Land: In consideration for mutual
promises exchanged and no attorney fee charged for the lot purchase closing, the
grantor/grantee herein covenant to close further closings regarding the herein
described parcel with Holliman & Shockley, Attorneys at Law.

\$90,525.00 was paid from a first mortgage recorded herewith.

Send Tax Notice to:

Together with all and singular the tenaments, hereditaments and appurtenances thereto
belonging or in anywise appertaining in fee simple.

TO HAVE AND TO HOLD the same unto GRANTEES for and during their joint lives
and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs
and assigns of such survivor forever, together with every contingent remainder and right of




reversion.

And said GRANTOR does for itself and its successors and assigns covenants with the said GRANTEES, their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that they are entitled to the immediate possession thereof; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned has hereunto set its signature by J. STEVEN MOBLEY its President on this the 18th day of March, 2008.

MOBLEY DEVELOPMENT, INC.

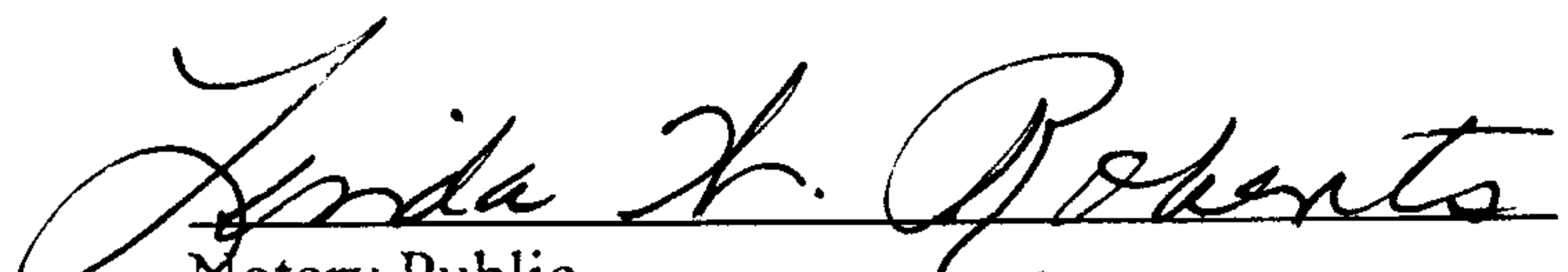

J. STEVEN MOBLEY, President

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a notary public in and for said county in said state, hereby certify that J. STEVEN MOBLEY as President of MOBLEY DEVELOPMENT, INC. 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 duly authorized officer executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 18th day of March, 2008.


Notary Public

My Commission Expires:

3-29-09

EXHIBIT "A"

Attached hereto and made a part of that certain Statutory Warranty Deed
dated 3-18-08, by and between Mobley Development, Inc., Grantor,
and Jeffery A. and Susan J. Serio, Grantees

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.

HOLLIMAN & SHOCKLEY
ATTORNEYS AT LAW
2401 PELHAM AVE. N.E.
SUITE 100 ALBUQUERQUE, NM 87112