



20091026000400850 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
10/26/2009 12:52:28 PM FILED/CERT

NOTE TO PROBATE COURT: This Corrective Statutory Warranty Deed is being filed to correct that certain Statutory Warranty Deed recorded in Instrument 20090729000290970 in the office of the Judge of Probate of Shelby County, Alabama to add the Covenant for Storm Water Run-Off Control attached hereto as Exhibit A.

STATE OF ALABAMA)

) CORRECTIVE STATUTORY WARRANTY DEED

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS that in consideration of **One Hundred Eighty Three Thousand Six Hundred & no/100 Dollars (\$183,600.00)** to the undersigned grantor, in hand paid by the grantee herein, and other good and valuable consideration, the receipt whereof is acknowledged, **MOBLEY DEVELOPMENT, INC.**, an Alabama corporation (herein referred to as “Grantor”), grants, bargains, sells and conveys unto **DON MARTIN CONSTRUCTION CO., INC.**, an Alabama corporation (herein referred to as “Grantee”), the following described real estate, situated in Shelby County, Alabama to wit:

Lot 1642, 1645, 1646 and 1647, according to the Survey of Strathaven at Ballantrae, Phase 2, as recorded in Map Book 41, Page 51, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH all improvements thereon and appurtenances thereto belonging or in anywise appertaining, and all right, title and interest of Grantor in and to any and all roads, alleys and ways bounding said property.

SUBJECT TO AND EXCEPT FOR:

1. Ad Valorem Taxes for the current tax year, a lien but not yet due and payable.
2. Easements and building lines as shown on recorded map.
3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto not owned by the Grantor.
4. Restrictions appearing of record in Instrument No. 2009-27621.
5. Exhibit A attached hereto and made a part hereof.

NOTE: All of the above stated consideration was paid with the proceeds of a mortgage recorded simultaneously herewith.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.



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Grantee acknowledges and agrees that (a) Grantee has been given the absolute and unfettered right prior to executing this Agreement to conduct all inspections, tests, evaluations and investigations of the Lot as Grantee, in Grantee's sole discretion, may determine to be necessary in order to satisfy Grantee of the physical and environmental condition of the Lot and all other aspects of the Lot, including, without limitation, the zoning of the Lot and utility availability for the Lot, (b) Grantee has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Lot, including, without limitation, the existence or presence of any sinkholes, underground mines, tunnels, water channels and limestone formations or deposits on, under, adjacent to or in close proximity with the Lot, (c) Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Lot or any portion thereof, the suitability or fitness of the Lot for any intended or specific use or whether any underground storage tanks or any hazardous or toxic waste, substances or materials, including, without limitation, asbestos, radon, formaldehyde and polychlorinated biphenyls, are present or at any time prior to the date hereof or the date of closing have been located in, on, under, upon or adjacent to the Lot and (d) the Lot is sold and Grantee does hereby irrevocably and unconditionally waive, release and forever discharge Grantor, its agents, employees, officers, directors, stockholders, mortgagees, successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, covenants, suits, obligations controversies, accounts, damages, costs, expenses, losses and liabilities of every kind and nature, known or unknown, arising out of or as a result of any past, present or future soil, surface and subsurface condition known or unknown (including, without limitation, sinkholes, underground mines, tunnels, water channels and limestone formations and deposits), under or upon the Lot or any other real property surrounding, adjacent to or in close proximity with the Lot which may be owned by Grantor.


IN WITNESS WHEREOF, the said Grantor by its President, J. Steven Mobley, who is authorized to execute this conveyance, has executed this instrument, this the 15th day of October, 2009.

Mobley Development, Inc.

By: J. Steven Mobley
Name: **J. Steven Mobley**
Title: **President**

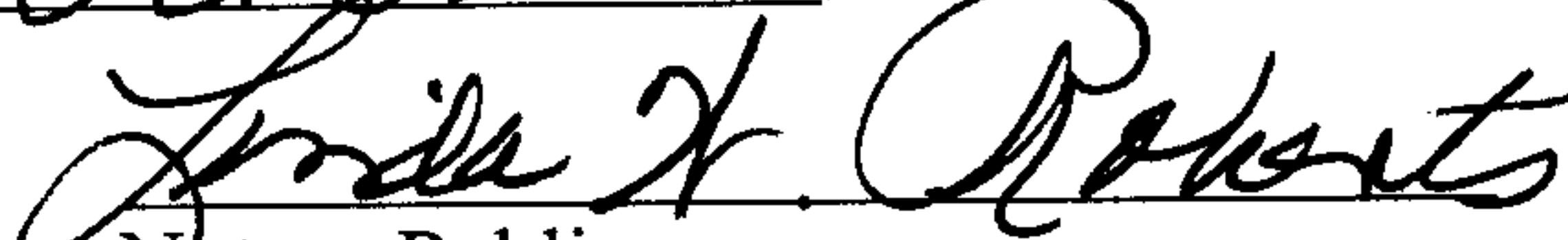
STATE OF ALABAMA)

JEFFERSON COUNTY)


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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Steven Mobley** whose name as the President of **Mobley Development, Inc.**, an Alabama 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 this 15th day of October, 2009.


Notary Public

My Commission Expires: 3-29-13

THIS INSTRUMENT PREPARED BY:

James E. Vann
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, AL 35205
(205) 930-5484

SEND TAX NOTICE TO:

Don Martin Construction Co., Inc.
P.O. Box 601
Saginaw, Alabama 35137


GRANTEE ACKNOWLEDGMENT AND APPROVAL

Grantee acknowledges the execution and delivery of this instrument and approves the changes reflected herein.


Don Martin Construction Co., Inc.

By: _____
Name: Don Martin
Title: President

EXHIBIT "A"


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Attached hereto and made a part of that certain Corrective Statutory Warranty Deed dated October 15, 2009, by and between Mobley Development, Inc., Grantor, and Don Martin Construction Co., Inc., Grantee

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.