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This instrument was prepared by:  
Clayton T. Sweeney  
Corley, Moncus & Ward, P.C.  
2100 South Bridge Parkway  
Suite 650  
Birmingham, Alabama 35209

Send Tax Notice To:  
Gene A. Whitley  
Linda W. Whitley  
P.O. Box 380214  
Birmingham, AL 35238

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Eighty Nine Thousand and No/100 Dollars (\$89,000.00) to the undersigned grantor, Eddleman Associates II, Ltd., an Alabama Limited Partnership, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said Eddleman Associates II, Ltd., an Alabama Limited Partnership, does by these presents, grant, bargain, sell and convey unto GENE A. WHITLEY and LINDA W. WHITLEY (herein referred to as "Grantee", whether one or more) as joint tenants with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 107-A, according to a Resurvey of Lots 106, 106A and 107, Meadow Brook Highlands, an Eddleman Community, as recorded in Map Book 14, Page 60, in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted.

The above property is conveyed subject to the following:

1. Ad valorem taxes for the year 1990, which are a lien but not due and payable until October 1, 1990.
2. 10' Easement on the Northwest, as shown by recorded map.
3. 35' building set back line as shown by recorded map.
4. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Meadow Brook Highlands, as set out in instrument recorded in Real Book 286, page 510, in the Probate Office of Shelby County, Alabama; along with the Articles of Incorporation of Meadow Brook Highlands Homeowners' Association, Inc. as recorded in Real Book 286, page 537 and By-Laws of Meadow Brook Highlands Homeowners' Association, Inc. as recorded in Real Book 286, page 545 in the Probate Office of Shelby County, Alabama.
5. Mineral and mining rights and rights incident thereto as recorded in Volume 32, Page 306 and Volume 40, Page 265, in the Probate Office of Shelby County, Alabama.

Grantee acknowledges that Grantee has been informed by Grantor of sinkholes and soil conditions existing in Shelby County. Grantee agrees that Grantor shall not be liable for earthquakes, underground mines, sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface condition  
MEADOW.DED (N)

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Corley Moncus & Ward PC

that may now or hereafter exist or occur or cause damage to persons, property or buildings.

Grantee does forever release Grantor from any damage arising out of the conditions of the soil and for conditions of the surface and subsurface of the above described property, and this release shall constitute a covenant running with the land conveyed hereby, as against Grantee, and all persons, firms and corporations holding under or through Grantee.

TO HAVE AND TO HOLD to said Grantees, as joint tenants, with rights of survivorship, their heirs and assigns, forever. It being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And said Grantor does for itself, its successors and assigns covenant with the said grantees, their heirs and assigns, that it is lawfully seized in fee simple of said premises; 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 said Grantor has hereunto set its hand, this 27<sup>th</sup> day of July, 1990.

SELLER:

Eddleman Associates II, Ltd.,  
an Alabama Limited Partnership  
by its General Partner,  
Eddleman Properties, Inc.

By: *Douglas D. Eddleman*  
Douglas D. Eddleman,  
Vice President

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STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Douglas D. Eddleman, whose name as Vice-President of Eddleman Properties, Inc., a corporation, the General Partner of Eddleman Associates II, Ltd., an Alabama Limited Partnership, 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 above and foregoing conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said partnership.

27<sup>th</sup> Given under my hand and official seal this day of July, 1990.

*Clayton*  
Notary Public  
My Commission Expires: 5-31-91

The Grantees executes this deed only to acknowledge and accept all covenants and restriction contained hereinabove.

  
Gene A. Whitley

  
Linda W. Whitley

State of Alabama)  
Jefferson County)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gene A. Whitley and Linda W. Whitley, whose name 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, she, executed the same voluntarily on the day the same bears date.

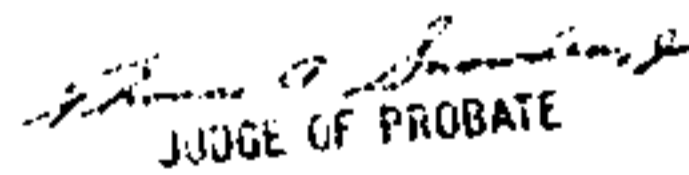
27<sup>th</sup> Given under my hand and official seal this the day of July, 1990.

  
Notary Public

My Commision Expires: 5 27-91

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
90 AUG 13 AM 8:40

  
JUDGE OF PROBATE

89.00  
7.50  
4.00  

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100.50

1. Deed Fee 89.00  
2. Notary Fee 7.50  
3. Recording Fee 3.00  
4.                    1.00  
Total 100.50