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STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of One Hundred Ninety Eight Thousand Four Hundred Seventy Five Dollars (\$198,475.00) to the undersigned GRANTOR, in hand paid by the GRANTEE, the receipt of which is acknowledged, The Oaks Partnership, an Alabama General Partnership, (herein referred to as GRANTOR) does grant, bargain, sell and convey unto HEIDE I. RICE (herein referred to as GRANTEE) the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 25, together with an undivided 1/43rd interest in Lot 44, (common area), according to the Map of The Oaks, recorded in Map Book 10, Page 89, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to:

- Item 1. Ad valorem taxes for the year 1991, and thereafter.
- Item 2. Easements, rights of way, covenants, reservations, restrictions, agreements, releases, and setback lines of record including, but not limited to the matters set forth below.
- Item 3. Roadway easement and agreement recorded in Real Volume 117, Page 24 (Shelby County).
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- Item 4. Right of Way granted to South Central Bell Telephone Company by instrument(s) recorded in Real Volume 3014, Page 744, Birmingham Division (Jefferson County).
 - Item 5. Mineral and mining rights not owned by Grantor, including without limitation, title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 127, Page 140 (Shelby County).
 - Item 6. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential), appearing of record in Misc. Book 14, Page 536; Misc. Book 17, Page 550 (Shelby County).
 - Item 7. Easements, restrictions and agreements, set forth in Deed Book 312, Pages 261 through 270 (Shelby County).
 - Item 8. Declaration of Protective Covenants, Fasements, Charges, Rights and Liens, as recorded in Real Volume 122, Page 184, (Shelby County).
 - Item 9. Less and except any portion of subject property lying within the Cahaba River. (As to common area)
 - Item 10. Easements, release of City of Hoover from responsibility for drainage ditch, and other matters shown on recorded map including, without limitation, easements affecting Lot 44 and easements along the front, rear and/or side of the Lot conveyed hereby (Map Book 10, page 89, Shelby County).

TO HAVE AND TO HOLD unto said Grantee, forever.

GRANTEE understands that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations of all protective covenants and restrictions as set out hereinabove.

CORLEY, MONCUS & WARD, P.C.

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IN WITNESS WHEREOF, the said GRANTEE and the said GRANTOR, by its General Partner who is authorized to execute this conveyance, have hereto set their signatures and seals, this the 24th day of October, 1990.

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The Oaks Partnership, an Alabama General Partnership By: Still Hunter & Associates, Inc., its General Partner

ll Hunter, Jr. its Presi

STATE OF ALABAMA) JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Still Hunter, Jr., whose name as President of Still Hunter & Associates, Inc., a corporation, as General Partner, of the Caks 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 said conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as such General Partner, as aforesaid.

Given under my hand and seal this 24th day of October, 1990.

STATE OF ALABAMA) JEFFERSON COUNTY)

> I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Heide I. Rice, 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.

Notan

Given under my hand this 24th day of October, 1990.

This instrument was prepared by:

Gene W. Gray, Jr. 2100 SouthBridge Parkway Suite 650 Birmingham, Alabama 35205

Heide J. Rice #25 The Oaks Circle Birmingham, AL 35244

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