

This instrument was prepared by: Clayton T. Sweeney
Corley, Moncus & Ward, P.C.
SouthBridge Parkway
Suite 650
Birmingham, AL 35209

3a11 5532-R
SCA
Send Tax Notice To:
Fontaine, Inc
P.O. Box 43585
Birmingham, AL 35243

STATE OF ALABAMA)
SHELBY COUNTY)

\$28,500 of the above recited consideration was
paid from a mortgage loan closed simultaneously
herewith.

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Ten Dollars and
other good and valuable considerations to the under-
signed grantor, Eddleman Properties, Inc., an Alabama
Corporation, in hand paid by Grantee named herein, the
receipt of which is hereby acknowledged, the said
Eddleman Properties, Inc., an Alabama Corporation, does
by these presents, grant, bargain, sell and convey unto
FONTAINE, INC. (herein referred to as "Grantee", whether
one or more) the following described real estate (the
"Property"), situated in Shelby County, Alabama,
to-wit:

28,500

Lot 26, according to the Survey of
The Magnolias at Brook Highland, an
Eddleman Community, as recorded in
Map Book 13, Page 102 A & B, in the
Probate Office of Shelby County,
Alabama.

Mineral and Mining Rights Excepted.

The above property is conveyed
subject to:

(1) Ad valorem taxes for the year
1991, which are a lien but not due
and payable until October 1, 1991.

(2) Building set back line as
shown by recorded plat.

(3) Public utility easements as
shown by recorded plat.

(4) Declaration of Protective
Covenants, Agreements, Easements,
Charges and Liens for The Magnolias
at Brook Highland, as set out in
instrument recorded in Book 263,
Page 551 in the Probate Office of
Shelby County, Alabama; along with
Articles of Incorporation of The
Magnolias at Brook Highland Home-
owners' Association, Inc. as
recorded in Book 263, Page 578 and
By-Laws of The Magnolias at Brook
Highland Homeowners' Association,
Inc. as recorded in Book 263, Page
586 in the Probate Office of Shelby
County, Alabama.

(5) Declaration of Protective
Covenants for the "Watershed
Property", which provides, among
other things, for an Association to
be formed to assess and maintain
the Watershed Maintenance Areas,
etc. of the development; all of
said covenants, restrictions and
conditions being set out in
instrument recorded in Real 194,
Page 54 in said Probate Office.

Land Title

(6) Subdivision restrictions shown on recorded plat in Map Book 13, Page 102 A & B provide for construction of single family residences only.

(7) Easement to The Water Works & Sewer Board of the City of Birmingham as shown by instrument recorded in Real 253, Page 817 in said Probate Office.

(8) Drainage easement as set out in Real 125, Page 238 in said Probate Office.

(9) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 327, Page 553 and Deed Book 32, Page 183 in said Probate Office.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or on-contiguous to the Property. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents, and employees of Grantor; (ii) the officers, directors, employees, and agents of the general partners of Grantor and partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through the Grantee.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever, and said Grantor does for itself, its successors and assigns, covenant with said Grantee, its successors 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 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 the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

\$ 28,500.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

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IN WITNESS WHEREOF, the said Grantor has
hereunto set its hand by its duly authorized partner
this 15th day of August, 1991.

ATTEST:

SELLER:

EDDLEMAN PROPERTIES, INC.
an Alabama Corporation

By: *Douglas D. Eddleman*
Vice President

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., 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 above and foregoing
conveyance, he, as such officer, and with full authori-
ty, executed the same voluntarily for and as the act of
said corporation, acting in its capacity as as such
officer as aforesaid.

Given under my hand and official seal of
office this 15th day of August, 1991.

[Signature]
Notary Public

My Commission Expires: 5-22-95

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The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained hereinabove.

Fontaine, Inc.
an Alabama Corporation

BY: Michael A. Fontaine
Its President

State of Alabama)
Jefferson County)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michael A. Fontaine, whose name as President of Fontaine, 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, in his capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

Given under my hand and official seal this the 16th day of August, 1991.

[Signature]
Notary Public

My Commission expires: 5-29-95

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JUDGE OF PROBATE

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|------------------|-------|
| 1. Book Fee | 10.00 |
| 2. Copy Fee | 5.00 |
| 3. Notary Fee | 10.00 |
| 4. Recording Fee | 5.00 |
| 5. My Fee | 1.00 |
| 6. Other Fee | 1.00 |
| Total | 42.00 |