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This instrument was prepared by  
Vance L. Alexander  
Post Office Box 59275  
Birmingham, Alabama 35259

GENERAL WARRANTY DEED

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS, that in consideration for Ten (\$10.00) dollars to the undersigned grantor in hand paid by the grantees herein, the receipt whereof acknowledged, Wilson-Southeast Associates, Inc., an Alabama corporation, (herein referred to as grantor) does grant, bargain, sell and convey unto Dan P. Wilson and Ted W. Wilson, as joint tenants (herein referred to as grantees) in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama, to wit:

Lot 56, according to the Survey of The Magnolias at Brook Highland, A Residential Subdivision, as recorded in Map Book 13, Page 102 A & B, in the Probate Office of Shelby County, Alabama.

The above property is conveyed subject to

- (1) Ad valorem taxes for the year 1992, which are a lien but not due and payable until October 1, 1992.
- (2) The building set back line of 25 feet reserved from Magnolia Place as shown by plat.
- (3) Certain 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 an 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 Homeowners' 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 the instrument recorded in Real 194, Page 54 in said Probate Office.
- (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 the Probate Office.
- (8) Drainage easement as set out in Real 125, Page 238 in the 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 Probate Office.

By their acceptance of this deed, Grantees hereby covenant and agree for themselves and their 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

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non-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 grantees, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through the grantees.

TO HAVE AND TO HOLD to the said grantees in fee simple, and to the heirs and assigns of such grantees forever, together with every contingent remainder and right of reversion.

And grantor does for itself covenant with the said grantee, 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 it has good right to sell and convey the same as aforesaid; that it 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 Grantor hereunto set its hand and seal this the 18<sup>th</sup> day of February, 1992.

SELLER:

WILSON-SOUTHEAST ASSOCIATES, INC.  
an Alabama Corporation

By: Dan P. Wilson  
Dan P. Wilson  
Its President

GENERAL ACKNOWLEDGMENT

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STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said State at large, hereby certify that DAN P. WILSON, whose name as President of Wilson-Southeast Associates, Inc. is signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he executed the same voluntarily for and as such officer as aforesaid on the day the same bears date.

Given under my hand and official seal this 18<sup>th</sup> day of February A. D., 1992.

Lee Reid  
NOTARY PUBLIC

*my Commission expires 9-23-93*

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

92 MAR -2 AM 8:55

JUDGE OF PROBATE

Deed TAX. 50  
Rec 5.00  
Jud 3.00  
Cert 1.00  
9.50