

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 150
Birmingham, Alabama 35223

Send Tax Notice to:

Land South Contractors, Inc.
P.O. Box 20806
B'ham AL 35216

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

Inst # 1994-04132

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Twenty Eight Thousand and No/100 Dollars (\$28,000.00) to the undersigned grantors, MEADOW BROOK HEIGHTS, an Alabama General Partnership, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said MEADOW BROOK HEIGHTS, an Alabama General Partnership, (hereinafter referred to as "Grantors") does by these presents, grant, bargain, sell and convey unto **Land South Contractors, Inc.**, (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 65, according to the survey of Meadow Brook, 17th Sector, as recorded in Map Book 9, page 158, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.
Mineral and mining rights excepted.

The above property is conveyed subject to:

- (1) Ad valorem taxes due and payable for the year of 1994, which are a lien but not due and payable until October 1, 1994.
- (2) 35 Foot building setback line reserved from Brookhill Drive as shown by recorded plat.
- (3) Public utility easements as shown by recorded plat, including a 10 foot easement on the Northeasterly side of lot
- (4) Restrictions, Covenants, and Conditions, as set out in instrument recorded in Real 69, Page 555, in the Probate Office of Shelby County, Alabama.
- (5) Agreementt(s) to Alabama Power Company as to underground cables recorded in Real 73, page 767 and covenants pertaining thereto recorded in Real 73, Page 770 in Probate.
- (6) 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 79, page 287 and Deed 65, page 96, in Probate Office.

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 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, ^{Inst # 1994-04132} the said Grantee, its successors and assigns, forever.

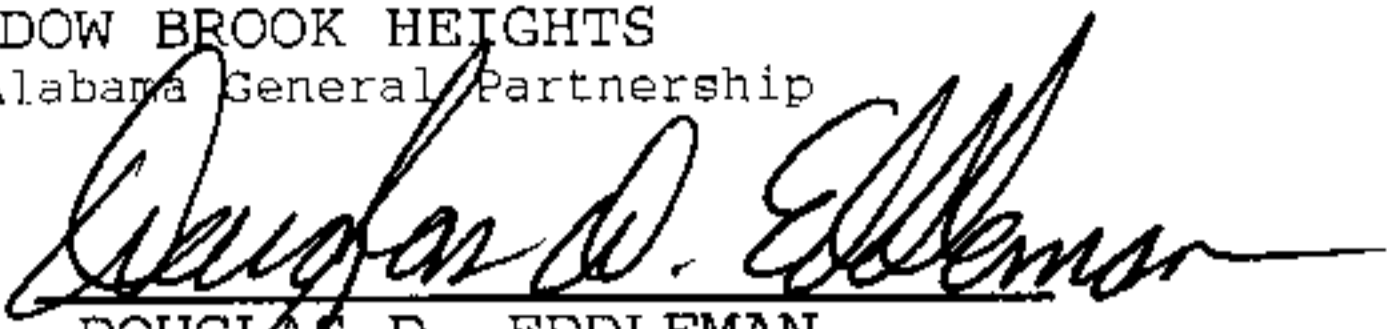
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SHELBY COUNTY JUDGE OF PROBATE
003 MCD 16.50

F.A. P.O. Box 10247

IN WITNESS WHEREOF, the said Grantors have hereunto set its hand by its duly authorized officer(s) this 18th day of January, 1994.

SELLER:

MEADOW BROOK HEIGHTS
an Alabama General Partnership

By: 
DOUGLAS D. EDDLEMAN,
Its General Partner

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 General Partner of Meadow Brook Heights, an Alabama General Partnership, is signed to the foregoing Deed; and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such general partner, and with full authority, executed the same voluntarily for and as the act of said partnership.

18th Given under my hand and office seal of office this the 18th day of January, 1994 .


Notary Public
My Commission Expires: 5-25-95

The Grantee(s) execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantee(s) its successors and assigns, agrees and understands that the property conveyed herein is subject to the foregoing covenants and restrictions.

Land South Contractors, Inc.

BY: *Dennis Gallups*
Dennis Gallups

ITS: President

Inst # 1994-04132

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dennis Gallups whose name as President of Land South Contractors, 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 for and as the act of said corporation of the day the same bears date.

Given under my hand and official seal this 19th day of January, 1994.

[Signature]
NOTARY PUBLIC

My Commission expires: 5-29-95

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