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(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This instrument was  
prepared by:

R. Shan Paden  
PADEN & PADEN  
Attorneys at Law  
5 Riverchase Ridge, Suite 100  
Birmingham, Alabama 35244

SEND TAX NOTICE TO:

STEPHEN G. HANEY  
1724 WINGFIELD CIRCLE  
BIRMINGHAM, AL 35242

Inst # 2000-11139

04/05/2000-11139  
12:42 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
14-50

STATE OF ALABAMA)

COUNTY OF SHELBY)

**JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**WARRANTY DEED**

**Know All Men by These Presents:** That in consideration of THREE HUNDRED EIGHT THOUSAND and 00/100 (\$308,000.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, CRAIG T. MEDDERS and JAMIE L. MEDDERS, HUSBAND AND WIFE (herein referred to as GRANTORS) do grant, bargain, sell and convey unto STEPHEN G. HANEY and JULIE S. HANEY, HUSBAND AND WIFE, (herein referred to as GRANTEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 839, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, 8<sup>TH</sup> SECTOR, 2<sup>ND</sup> PHASE, AS RECORDED IN MAP BOOK 16 PAGE 96 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

**SUBJECT TO:**

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 1999 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2000.
2. ANY PRIOR RESERVATION OR CONVEYANCE, TOGETHER WITH RELEASE OF DAMAGES OF MINERALS OF EVERY KIND AND CHARACTER, INCLUDING, BUT NOT LIMITED TO GAS, OIL, SAND, AND GRAVEL IN, ON AND UNDER SUBJECT PROPERTY.
3. BUILDING SETBACK LINE OF 35 FEET RESERVED FROM WINGFIELD CIRCLE AS SHOWN BY PLAT.
4. EASEMENTS AS SHOWN BY RECORDED PLAT, INCLUDING A 10 FOOT EASEMENT ON THE REAR OF LOT.
5. DECLARATION OF PROTECTIVE COVENANTS FOR THE "WATERSHED PROPERTY", WHICH PROVIDED, AMONG OTHER THINGS, FOR 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 PROBATE OFFICE.
6. DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, EASEMENTS, CHARGES AND LIENS FOR BROOK HIGHLAND, AS SET OUT IN INSTRUMENT

RECORDED IN REAL 194 PAGE 254 IN PROBATE OFFICE, ALONG WITH ARTICLES OF INCORPORATION AS RECORDED IN REAL 194 PAGE 281 AND BY-LAWS RECORDED IN REAL 194 PAGE 287-A IN PROBATE OFFICE. ALONG WITH SUPPLEMENTAL PROTECTIVE COVENANTS AS SET OUT IN INST. #1992-16104 AND INST. #1992-20484 IN SAID PROBATE OFFICE.

7. A DEED AND BILL OF SALE FROM AMSOUTH AS ANCILLARY TRUSTEE TO THE WATER WORKS AND SEWER BOARD OF THE CITY OF BIRMINGHAM CONVEYING THE SANITARY SEWER TRUNKLINES, PIPELINES, FORCE MAINS, GRAVITY FLOW MAINS, ETC. LOCATED UNDER THE SURFACE OF SUBJECT LAND, AS SHOWN BY INSTRUMENT RECORDED IN REAL 194 PAGE 43 IN PROBATE OFFICE, ALONG WITH AN EASEMENT FOR SANITARY SEWER LINES AND WATER LINES AS SET OUT IN REAL 194 PAGE 1 IN PROBATE OFFICE.
8. DRAINAGE AGREEMENT BETWEEN AMSOUTH BANK, N.A., AS ANCILLARY TRUSTEE FOR NCNB NATIONAL BANK OF NORTH CAROLINA, AS TRUSTEE OF THE PUBLIC EMPLOYEES RETIREMENT SYSTEM OF OHIO AND EDDLEMAN AND ASSOCIATES AS SET OUT IN REAL 125 PAGE 238 DATED APRIL 14, 1987 IN PROBATE OFFICE.
9. AGREEMENT CONCERNING ELECTRIC SERVICE TO NCNB/BROOK HIGHLANDS AND ALABAMA POWER COMPANY RECORDED IN REAL 306 PAGE 119 IN SAID PROBATE OFFICE.
10. RESTRICTIVE COVENANTS WITH REGARD TO UNDERGROUND TRANSMISSION INSTALLATION BY ALABAMA POWER COMPANY AS RECORDED IN REAL 181 PAGE 995, REAL 220 PAGE 521 AND REAL 220 PAGE 532 IN PROBATE OFFICE.
11. 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 32 PAGE 48, DEED BOOK 121 PAGE 294 AND DEED BOOK 127 PAGE 140 IN PROBATE OFFICE.
12. RECIPROCAL EASEMENT AGREEMENT BETWEEN AMSOUTH BANK, N.A., AS ANCILLARY TRUSTEES FOR NCNB NATIONAL BANK OF NORTH CAROLINA AS TRUSTEE FOR THE PUBLIC EMPLOYEES RETIREMENT SYSTEM OF OHIO AND EDDLEMAN AND ASSOCIATES, AS SET OUT IN INSTRUMENT DATED APRIL 14, 1987 AND RECORDED IN REAL 125 PAGE 249 AND REAL 199 PAGE 18 IN PROBATE OFFICE.
13. COVENANT RELEASING PREDECESSOR IN TITLE FROM ANY LIABILITY ARISING FROM SINKHOLES, LIMESTONE FORMATIONS, SOIL CONDITIONS OR ANY OTHER KNOWN OR UNKNOWN SURFACE OR SUBSURFACE CONDITIONS THAT MAY NOW OR HEREAFTER EXIST OR OCCUR OR CAUSE DAMAGE TO SUBJECT PROPERTY, AS SHOWN BY INSTRUMENT RECORDED IN MAP BOOK 16 PAGE 96 IN PROBATE OFFICE.
14. RESTRICTIONS AND LIMITATIONS TO SINGLE FAMILY RESIDENCE CONSTRUCTION ONLY AS SET OUT IN MAP BOOK 16 PAGE 96.
15. RELEASE(S) OF DAMAGES AS SET OUT IN INSTRUMENT(S) RECORDED IN INST. #1993-6431 AND INST. #1993-23862 IN PROBATE OFFICE.
16. EASEMENT FOR SANITARY SEWER LINES AND WATER LINES AS SET OUT AS INST. #1992/16102 WITH DEED AND BILL OF SALE THERETO AS INST. #1992/16103 IN PROBATE OFFICE.
17. RECIPROCAL EASEMENT AGREEMENT BETWEEN AMSOUTH BANK N.A. AS ANCILLARY TRUSTEE AND EDDLEMAN AND ASSOCIATES, AS SET OUT IN REAL 125 PAGE 294 AND REAL 199 PAGE 18 IN THE PROBATE OFFICE.

18. **DECLARATION OF EASEMENT AND RESTRICTIVE COVENANTS FOR LAKE USE  
AS SHOWN AS INST. #1992-20483 IN THE PROBATE OFFICE.**

\$314,490.00 of the consideration herein was derived from a mortgage closed  
simultaneously herewith.

**TO HAVE AND TO HOLD** Unto the said GRANTEES as joint tenants, with right 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 I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators  
covenant with the said GRANTEES, his, her, or their heirs and assigns, that I am (we are) lawfully  
seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise  
noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will  
and my (our) heirs, executors and administrators shall warrant and defend the same to the said  
GRANTEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTORS, CRAIG T. MEDDERS and JAMIE L.  
MEDDERS, HUSBAND AND WIFE, have hereunto set his, her or their signature(s) and seal(s),  
this the 16th day of March, 2000.

  
CRAIG T. MEDDERS

  
JAMIE L. MEDDERS

STATE OF ALABAMA)  
COUNTY OF SHELBY)

**ACKNOWLEDGEMENT**

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that  
CRAIG T. MEDDERS and JAMIE L. MEDDERS, HUSBAND AND WIFE, whose name(s) is (are)  
signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this  
day that, being informed of the contents of the conveyance he, she, or they executed the same  
voluntarily on the day the same bears date.

Given under my hand this the 16th day of March, 2000.

  
Notary Public

My commission expires: 9.29.02

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