Shelby County, AL 04/21/2006
State of Alabama

Deed Tax:$61.00

20060421000188000 1/4 $81.00
Shelby Cnty Judge of Probate,AL
04/21/2006 01:07:37PM FILED/CERT

This instrument prepared by
Clayton T. Sweeney, Attorney at Law
2700 Highway 280 East,
Suite 160
Birmingham, Alabama 35223

Send Tax Notice To:
Peter A. Tomasello and
Jo Ann Tomasello
218 Courtside Drive
Birmingham, AL 35242

STATE OF ALABAMA)
SHELBY COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the payment of THREE HUNDRED FOUR THOUSAND FOUR HUNDRED AND NO/100 Dollars ($304,400.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor, **COURTSIDE DEVELOPMENT, INC.,** an Alabama corporation (the "Grantor"), does by these presents, grant, bargain, sell and convey unto the undersigned Grantee, **PETER A. TOMASELLO AND JO ANN TOMASELLO** (the "Grantee"), as joint tenants with right of survivorship, the following described real estate the following described real estate, situated in Shelby County, Alabama, to-wit:

> Unit 66, in Courtside at Brook Highland, a condominium, as established by that certain Declaration of Condominium of Courtside at Brook Highland, a condominium, which is recorded as Instrument Number 20020521000241450 in the Probate Office of Shelby County, Alabama, as amended by the Amendment thereto recorded as Instrument Number 20020521000241460 in said Probate Office and as further amended by the Corrective Amendment recorded as Instrument Number 20020521000241470 in said Probate Office and as reflected in the Plan of Courtside at Brook Highland prepared by K. B. Weygand & Associates, P.C. which is attached as Exhibit C to the Declaration of Condominium recorded as Instrument Number 20020521000241450 and which is also separately recorded in Map Book 28, Page 103 in said Probate Office.

$243,500.00 of the consideration recited above was paid from the proceeds of a mortgage loan closed simultaneously herewith.

Said conveyance is also made subject to:

1. Property taxes for the current year and thereafter.

2. Easements, restrictions and reservations of record.

3. Declaration of agreements, covenants, restrictions, easements, and conditions as set forth in the Declaration of Condominium of Courtside at Brook Highland, a condominium, as recorded in Instrument Number 20020521000241450, in the Probate Office of Shelby County, Alabama, as amended by the Amendment thereto recorded as Instrument Number 20020521000241460 in said Probate Office and as further amended by the Corrective Amendment recorded as Instrument Number 20020521000241470 in said Probate Office (the "Courtside Declaration").

4. Rights of parties in land and all Common Elements as set forth in the Courtside Declaration.

5. By-Laws, rules, regulations, restrictions, covenants, and miscellaneous provisions of By-Laws of Courtside at Brook Highland Association, Inc. as recorded as Exhibit B to the Courtside Declaration in the Probate Office of Shelby County, Alabama (the "Courtside By-Laws").

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6. Provisions and powers as set forth in the Articles of Incorporation of Courtside at Brook Highland Association, Inc. recorded in Instrument Number 2001-29968, in the Probate Office of Shelby County, Alabama (the "Courtside Articles").

Grantor hereby assigns and transfers to Grantee, and Grantee hereby accepts and assumes, (i) the obligations of Grantor under Section 35-8A-402 Code of Alabama 1975, as amended, with respect to the preparation and delivery of an offering statement in any sale of the subject Unit and (ii) the right of Grantor in its capacity as successor declarant under the Courtside Declaration to engage in construction activity and to maintain models, sales offices, construction trailers and signs. Grantor and Grantee have executed this Warranty Deed and caused it to be recorded in the Probate Office of Shelby County, Alabama, to evidence the transfer to Grantee of such rights to Grantee to the extent they constitute Grantor's special declarant rights (as defined in Section 35-8A-103(24) Code of Alabama 1975, as amended) under and with respect to the Courtside Declaration and the property subject thereto in accordance with Section 35-8A-304 Code of Alabama 1975, as amended. Except for the specific obligation to prepare and deliver the offering statement in connection with the sale of the subject Unit(s) and the right of Grantee to maintain models, sales offices, construction trailers and signs as permitted under the Courtside Declaration, all rights, duties and obligations of Grantor as successor declarant under the Courtside Declaration shall remain with Grantor.

This conveyance is made with the express reservation and condition that the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permitees, licensees and lessees, hereby release and forever discharge Courtside Development, Inc. and/or Eddleman Properties, Inc., its successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. Grantee acknowledges that it has made its own independent inspections and investigations of the hereinabove described land and is purchasing the Property in reliance upon such inspections and investigations thereof. For purposes of this paragraph, Courtside Development, Inc. and/or Eddleman Properties, Inc. shall mean and refer to (i) the officers, directors and employees of Courtside Development, Inc. and/or Eddleman

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Properties, Inc., and (ii) any successors and assigns of Courtside Development, Inc. and/or Eddleman Properties, Inc.

Grantee hereby constitutes and appoints Grantor as their true and lawful agent(s) and attorney-in-fact with full power and authority to do and perform every act necessary and proper to be done and execute any documentation necessary to accomplish the de-annexation of the Courtside development from the City of Birmingham, should Grantor seek to accomplish said de-annexation. Said Power of Attorney shall be irrevocable and binding on Grantees, their heirs, executors, administrators, successors and assigns.

TO HAVE AND TO HOLD to 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 the 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 said Grantor does for itself, its successors and assigns, covenant with said Grantees, 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, and that it will and its successors and assigns shall, warrant and defend the same to the said Grantees, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor and Grantee have set their signatures and seals, this the 31st day of March, 2006.

GRANTOR:
COURTSIDE DEVELOPMENT, INC.

By: Douglas D. Eddleman
Its: President

GRANTEE:

PETER A. TOMASELLO

JO ANN TOMASELLO

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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 President of **COURTSIDE DEVELOPMENT, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 31st day of March, 2006.

Notary Public
My Commission Expires: 6-5-2007

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **PETER A. TOMASELLO AND JO ANN TOMASELLO**, whose names are 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, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of April, 2006.

Notary Public
My Commission Expires: 6-5-2007