

W. Howard Donovan, III
2326 Highland Avenue
Birmingham, AL 35205

Acton Homes
P. O. Box 694
Pelham, Alabama 35124

405

STATE OF ALABAMA

COUNTY OF SHELBY

)
) KNOW ALL MEN BY THESE PRESENTS,
)

That in consideration of Sixty-Four Thousand Two Hundred Fifty and no/100 Dollars (\$64,250.00) to the undersigned grantor, Meadow Brook Partnership, an Alabama General Partnership (herein referred to as GRANTOR) in hand paid by the grantee herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto ACTON HOMES, INC. (herein referred to as GRANTEE, whether one or more), the following described real estate, situated in Shelby County:

Lots 7, 11, 13 and 29, according to the survey of Meadow Brook, 9th Sector, as recorded in Map Book 8, Page 150, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Taxes for 1984 and subsequent years. 1984 taxes are a lien but not due and payable until October 1, 1984.
2. Restrictive covenants and conditions recorded in Misc. Book 52, Page 542, in Probate Office.
3. Restriction as shown on recorded plat.
4. 35-foot building set back line from Skylark Drive (as to Lots 7 and 11), 50-foot building set back line from Skylark Drive (as to Lot 13) and 35-foot building set back lines from Skylark Drive and Redfern Way (as to Lot 29), as shown on recorded map.
5. 10-foot utility easement over the Southeast side of Lot 7 as shown on recorded map.
6. 15-foot utility easement over the Northeast side of said Lot 11 and 18-inch pipe in said easement as shown on recorded map, and easement of varying width over the Northernmost corner of said lot.
7. 10-foot utility easement over the Northwesternly side of Lot 13, as shown on recorded map.
8. 10-foot utility easement over the South side of said lot 29 as shown on recorded map.

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, his, her or their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, 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, his, her or their heirs and assigns forever, against the lawful claims of all persons.

The entire amount of consideration recited above was from a mortgage loan closed simultaneously herewith.

Jefferson Land Title Services Co., Inc.

P. O. BOX 10481
BIRMINGHAM, ALABAMA 35201

BOOK 352 PAGE 553

IN WITNESS WHEREOF, the said GRANTOR hereto set its signature
and seal, this the 21st day of DEC, 1983.

MEADOW BROOK PARTNERSHIP, an
Alabama General Partnership

By *Kenneth B. Weygand*

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 Kenneth B. Weygand,
whose name as General Partner of Meadow Brook Partnership, an Alabama
General Partnership, is signed to the foregoing instrument, and who is
known to me, acknowledged before me on this day, that being informed of
the contents of said instrument, he, as such General Partner, and with
full authority, executed the same voluntarily for and as the act of
said general partnership.

Given under my hand this the 21st day of Dec,
1983.

W. Lee Perry

NOTARY PUBLIC

My Commission Expires:

1-21-84

(SEAL)

STATE OF ALA. SHELBY CO.

I CERTIFY THIS

INSTRUMENT WAS FILED

1984 JAN 10 AM 9:50

see Mtg HFI-765-768

William H. Perry, Jr.

NOTARY PUBLIC

Recd 3.00
Ind 1.00
4.00