

This instrument prepared by:  
W. Howard Donovan, III  
Attorney at Law  
Suite 339  
1608 13th Avenue, South  
Birmingham, AL 35205

Send Tax Notice to:  
Kimbrell Homes, Inc.  
3583 Mill Springs Road  
Birmingham, AL 35223

STATE OF ALABAMA

COUNTY OF SHELBY

)  
) KNOW ALL MEN BY THESE PRESENTS,  
)

That in consideration of \$10.00 and other good and valuable consideration 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

KIMBRELL HOMES, INC., a corporation

(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in Shelby County:

Lot(s) 13,  
according to the survey of Meadow Brook,  
11th Sector, as recorded in Map Book 9, Page 6,  
in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Taxes for 1985 and subsequent years. 1985 taxes are a lien but not due and payable until October 1, 1985.
2. Building set back lines as shown on recorded map.
3. Restrictive covenants and conditions recorded in Misc. Book 57, Page 23, in the Probate Office of Shelby County, Alabama.
4. Title to all minerals underlying the N 1/2 of NE 1/4 and SW 1/4 of NE 1/4, Section 12, Township 19 South, Range 2 West, with mining rights and privileges belonging thereto, as reserved in Deed Book 32, Page 306.
5. Agreement with Alabama Power Company as recorded in Misc. Book 48, Page 880, in the Probate Office of Shelby County, Alabama.
6. Agreement with Alabama Power Company as recorded in Misc. Book 57, Page 708, in the Probate Office of Shelby County, Alabama.
7. Easements as to underground cables as recorded in Misc. Book 57, Page 711, in the Probate Office of Shelby County, Alabama.

BOOK 031 PAGE 796

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

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, his, her, their, or its heirs, successors 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, their, or its heirs, successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR hereto set its signature and seal, this the 11th day of October, 1984.

\$20,000.00 of the purchase price  
recited above was paid from mortgage  
loan closed simultaneously herewith.

MEADOW BROOK PARTNERSHIP, an  
Alabama General Partnership

By [Signature]  
Its Partner

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that John B. Davis, whose name as Partner of Meadow Brook Partnership, an Alabama General Partnership, is signed to the foregoing warranty deed, and who is known to me, acknowledged before me on this day, that being informed of the contents of said warranty deed, he, as such Partner, and with full authority, executed the same voluntarily for and as the act of said General Partnership.

Given under my hand this the 11th day of October

1984

(SEAL)

NOTARY PUBLIC

My Commission Expires: 5/1/85

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
JUN 25 AM 9:01

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
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JUN 25 AM 9:01

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Ind. 102  
350