

This instrument was prepared by:  
Clayton T. Sweeney, Esq.  
2100 SouthBridge Parkway  
Suite 650  
Birmingham, Alabama 35209

Send Tax Notice To:  
Wald Construction, Inc.

\$35,000 of the above recited consideration  
was paid from a mortgage loan closed simultaneously  
herewith. *Mtg. Value*

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Ten Dollars and other good and valuable considerations to the undersigned grantor, Willowbrook, Ltd., a limited partnership, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said Willowbrook, Ltd., a limited partnership, does by these presents, grant, bargain, sell and convey unto Wald Construction, Inc. the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 37, according to the survey of Willowbrook, as recorded in Map Book 11, Page 48 A & B, in the office of the Judge of Probate of Shelby County, Alabama.

The above property is conveyed subject to taxes for the current year, existing easements, conditions, restrictions, set-back lines, right-of-ways, limitations, if any, of record.

Grantee acknowledges that Grantee has been informed by Grantor of sink-holes 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 damages arising out of the condition 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.

Mineral and mining rights excepted.

TO HAVE AND TO HOLD to the said Grantees, its successors and assigns forever. And Grantor covenants with the said grantees, their heir 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 a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same to the said grantees, their heirs and assigns forever, against the lawful claims of all persons.

*8th* IN WITNESS WHEREOF, the undersigned has hereunto set our hands, this 8th day of September, 1988.

SELLER:

Willowbrook, Ltd.,  
A Limited Partnership,  
By its General Partner  
Willowbrook, Inc.

By: *[Signature]*  
Douglas D. Eddleman,  
President

BOOK 203 PAGE 903

*Centre Blk of the South*

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 Willowbrook, Inc., a corporation, the general partner of Willowbrook, Ltd., a limited 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 officer, and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this 8<sup>th</sup> day of September, 1988.

*Clayton J. McInerney*  
Notary Public

My Commission Expires: 5-27-91

1. Deed Tax	\$	_____
2. Mtg. Tax		_____
3. Recording Fee		<u>5.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>6.00</u>

STATE OF ALA. SHERIFF  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
88 SEP 12 AM 8:29  
Mtg 809-905  
JUDGE OF PROBATE