

300

500.00

This Instrument Was Prepared By:

Thomas E. Reynolds, Esq.
Haskell Slaughter & Young, P.A.
800 First National-Southern Natural Building
Birmingham, Alabama 35203

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One and No/100 Dollars (\$1.00) and assumption of the mortgage indebtedness set out hereinbelow to the undersigned grantors in hand paid by the grantees herein, the receipt whereof is acknowledged, we, JOSEPH D. MELONI and wife SHARI J. MELONI (herein referred to as "Grantors") do grant, bargain, sell and convey unto BROWN LUMBER & BUILDING SUPPLY, INC. (herein referred to as "Grantees"), together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama to-wit:

Lot 225, according to the Survey of Riverchase Country Club, Residential Subdivision, Ninth Addition, as recorded in Map Book 8, Page 46, A & B, in the office of the Judge of Probate of Shelby County, Alabama, and subject to the following:

(1) Mortgage from Riverchase Builders, Inc. to The Harbert-Equitable Joint Venture dated April 16, 1985, recorded in Real Record 028, Page 234 in the Probate Office of Shelby County, Alabama;

(2) Mortgage from Joseph D. Meloni and wife Shari J. Meloni to Riverchase Builders, Inc. dated December 30, 1985, recorded in Real Record 056, Page 62 in the Probate Office of Shelby County, Alabama;

(3) Mortgage from Joseph D. Meloni and wife Shari J. Meloni to AmSouth Mortgage Company, Inc. dated December 30, 1985, recorded in Real Record 056, Page 740, assigned to AmSouth Bank N.A. by assignment dated January 27, 1986, recorded in Real Record 060, Page 831 in the Probate Office of Shelby County, Alabama;

(4) Mortgage from Joseph D. Meloni and wife Shari J. Meloni and Bill Goggans to City Federal Savings & Loan Association dated December 30, 1985, recorded in Real Record 057, Page 64 in the Probate Office of Shelby County, Alabama;

(5) Lien for Assessments and current year's assessments recorded in Real Record 164, Page 764, by Riverchase Residential Association, Inc.;

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(6) Restrictions as shown on Map Book 8, Page 46 in the Probate Office of Shelby County, Alabama;

(7) 50-foot building set back line from River Park Drive as shown on recorded map;

(8) 10-foot utility easements over the Northwest, West, South and Southeast sides of said lot and easement of varying width over the southernmost side of said lot as shown on recorded map;

(9) Title to all oil, gas, petroleum and sulfur, together with all rights incident thereto, as reserved in deed from Wesley W. West, et al. to George W. Young, as recorded in Deed Book 127, Page 140, in the Probate Office of Shelby County, Alabama;

(10) Easements as to underground cables recorded in Misc. Book 41, Page 802, in the Probate Office of Shelby County, Alabama;

(11) Agreement with Alabama Power Company recorded in Misc. Book 41, Page 807, in the Probate Office of Shelby County, Alabama;

(12) Declaration of Protective Covenants, Agreement, Easements, Charges and Liens for Riverchase (Residential) recorded in Misc. Book 14, Page 536, and amended in Misc. Book 17, Page 550, in the Probate Office of Shelby County, Alabama, and as further amended by Item 5 of deed recorded in Real Record 024, Page 273;

(13) Restriction as to single family residence as shown in Item 6 of deed recorded in Real Record 024, Page 273, in the Probate Office of Shelby County, Alabama;

(14) Restriction as to minimum square footage as shown in Item 7 of deed recorded in Real Record 024, Page 273, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD to the said Grantee and to its successors and assigns forever, together with every contingent remainder and right of reversion.

And we do for ourselves and for our heirs, executors and administrators covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this
31st day of January, 1989.

WITNESS:

(SEAL)

Joseph D. Meloni (SEAL)
Joseph D. Meloni

(SEAL)

Shari J. Meloni (SEAL)
Shari J. Meloni

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, Beverly G. Connell, a Notary Public in and for said
county in said state do hereby certify that JOSEPH D. MELONI and SHARI J.
MELONI 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 seal this 31st day of January, 1989.

[SEAL]

Beverly G. Connell
Notary Public

My Commission Expires: MY COMMISSION EXPIRES NOV. 18, 1992

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
89 FEB -6 AM 8:47

Thomas A. Slaughter, Jr.
JUDGE OF PROBATE

1. Dead Tax \$ 50
2. Mtg Tax
3. Recording Fee 750
4. Indexing Fee 100
TOTAL 900