

36  
This instrument was prepared by:  
Clayton T. Sweeney  
SouthBridge Parkway  
Suite 650  
Birmingham, AL 35209

69  
VALUE - 42,500.00  
Send Tax Notice To:  
William J. Acton Construction, Inc.  
3153 Bradford Place  
Birmingham, AL 35242

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, Eddleman & Associates, a general partnership, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said Eddleman & Associates, a general partnership, does by these presents, grant, bargain, sell and convey unto William J. Acton Construction, Inc. (herein referred to as "Grantee", whether one or more) the following described real estate (the "Property"), situated in Shelby County, Alabama, to-wit:

Lot 53, according to the Survey of Brook Highland, 1st Sector, as recorded in Map Book 12, Page 62 A & B, as recorded in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The above property is conveyed subject to:

- (1) Ad valorem taxes due and payable October 1, 1989.
- (2) Existing easements, conditions, restrictions, set-back lines, rights-of-way, limitations, if any, of record.
- (3) Mineral and mining rights not owned by Seller.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or on-contiguous to the Property. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents, and employees of Grantor; (ii) the officers, directors, employees, and agents of the general partners of Grantor and partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through the Grantee.

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

All of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized partner this 23rd day of February, 1989.

ATTEST:

SELLER:

EDDLEMAN & ASSOCIATES, a general partnership,  
By its general partner,  
The Meadows, Ltd., a limited partnership,  
By its general partner,  
Eddleman Realty, Inc.

By: *Douglas D. Eddleman*  
Its Vice President

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 Vice President of Eddleman Realty, Inc., a corporation, the general partner of The Meadows, Ltd., a limited partnership named as a partner of Eddleman & Associates, a 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, acting in its capacity as partner as aforesaid.

Given under my hand and official seal of office this 23rd day of February, 1989.

*John Z. Heere*  
Notary Public

My Commission Expires: 5/29/91

BOOK 228 PAGE 389

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

89 MAR -1 AM 11:12

*Thomas A. Snowdon, Jr.*  
JUDGE OF PROBATE

1. Deed Tax \$ —  
2. Mtg. Tax —  
3. Recording Fee 500  
4. Indexing Fee 100  
TOTAL 600