

This instrument was prepared by

(Name) Larry L. Halcomb  
(Address) 3512 Old Montgomery Highway  
Homewood, Alabama 35209

1590  
Send Tax Notice To:  
Dennis W. Vaughan  
3720 Kinross Drive  
Birmingham, Alabama 35242

CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR  
LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Two hundred thirty five thousand & No/100 (235,000.00)

to the undersigned grantor, Don Kirby Construction, Inc. a corporation,  
(herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the  
said GRANTOR does by these presents, grant, bargain, sell and convey unto  
Dennis W. Vaughan & Trudy W. Vaughan

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor  
of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate,  
situated in Shelby County, Alabama, to wit:

Lot 58, 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.

Subject to taxes for 1989.

Subject to items on attached Exhibit "A".

BOOK 248 PAGE 598

\$150,000.00 of the purchase price was paid from the proceeds of a mortgage loan closed  
simultaneously herewith.

TO HAVE AND TO HOLD, To the said GRANTEES for and during their joint lives and upon the death of either of  
them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every con-  
tingent remainder and right of reversion. And said GRANTOR does for itself, its successors and assigns, covenant with said  
GRANTEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encum-  
brances,

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 GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by its President, Don Kirby  
who is authorized to execute this conveyance, has hereto set its signature and seal, this the 25th day of July 1989

ATTEST:

Don Kirby Construction, Inc.

By

President

Secretary

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, Larry L. Halcomb  
State, hereby certify that Don Kirby  
whose name as President of Don Kirby Construction, Inc.  
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being  
informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as  
the act of said corporation,

a Notary Public in and for said County in said

Given under my hand and official seal, this the 25th day of

July

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Larry L. Halcomb Notary Public

EXHIBIT "A"

Subject To:

1. Building setback line of 35 feet reserved from Chippenham Drive and Kinross Drive as shown by plat.
2. Public utility easements as shown by recorded plat, a 10 foot on the West and North sides of lot.
3. Declaration of Protective Covenants for the "Watershed Property", which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions and conditions being as set out in instrument recorded in Real 194 page 54 in Probate Office.
4. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Brook Highland, as set out in instrument recorded in Real 194 page 254 in Probate Office, along with Articles of Incorporation recorded in Real 194 page 281 and By-Laws recorded in 194 page 287-A in Probate Office.
5. A non-exclusive easement and agreement between Eddleman and Associates and The Water Works and Sewer Board of the City of Birmingham, dated July 11, 1988 and recorded in Real 194 page 20 in the Probate Office.
6. Easement and agreements between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio and The Water Works and Sewer Board of the City of Birmingham, as set out in instrument recorded in Real 194 page 1 in Probate Office.
7. Drainage Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987 and recorded in Real 125 page 238 in Probate Office.
8. Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987, and recorded in Real 125 page 249 in Probate Office.
9. Covenants releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by survey of said subdivisions, recorded in Map Book 12, Pages 62 A & B, Map Book 12 page 63 A & B and Map Book 12 page 64 A & B in Probate Office.
10. Subdivision restrictions shown on recorded plat in Map Book 12 page 62 A & B provide for constructions of single family residences only.

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JUDGE OF PROBATE

1. Deed Tax	\$ 85.00
2. Mtg. Tax	_____
3. Recording Fee	5.00
4. Indexing Fee	3.00
TOTAL	93.00