

This instrument was prepared by:
 Clayton T. Sweeney
 Corley, Moncus & Ward, P.C.
 SouthBridge Parkway
 Suite 650
 Birmingham, AL 35209

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, \$35,000

That in consideration of Ten Dollars and other good and valuable considerations to the undersigned grantor, Eddleman Properties, Inc., an Alabama Corporation, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said Eddleman Properties, Inc., an Alabama Corporation, 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 69, according to the Survey of The Magnolias at Brook Highland, A Residential Subdivision, as recorded in Map Book 13, Page 102 A & B, in the Probate Office of Shelby County, Alabama.

The above property is conveyed subject to:

- (1) Ad valorem taxes for the year 1990, which are a lien but not due and payable until October 1, 1990.
- (2) Building set back line of 25 feet reserved from Magnolia Place as shown by plat.
- (3) Public Utility Easements as shown by recorded plat.
- (4) Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for The Magnolias at Brook Highland, as set out in instrument recorded in Book 263, Page 551 in the Probate Office of Shelby County, Alabama; along with Articles of Incorporation of The Magnolias at Brook Highland Homeowners' Association, Inc. as recorded in Book 263, Page 578 and By-Laws of The Magnolias at Brook Highland Homeowners' Association, Inc. as recorded in Book 263, Page 586 in the Probate Office of Shelby County, Alabama.
- (5) 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 set out in

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instrument recorded in Real 194, Page 54 in said Probate Office.

(6) Subdivision restrictions shown on recorded plat in Map Book 13, Page 102 A & B provide for construction of single family residences only.

(7) Easement to The Water Works & Sewer Board of the City of Birmingham as shown by instrument recorded in Real 253, Page 817 in Probate Office.

(8) Drainage easement as set out in Real 125, Page 238 in the Probate Office.

(9) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 327, Page 553 and Deed Book 32, Page 183 in Probate Office.

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.

\$ NONE 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 8th day of November, 1989.

ATTEST:

SELLER:

EDDLEMAN PROPERTIES, INC.
an Alabama Corporation

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 Properties, Inc., an Alabama 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 above and foregoing conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as as such officer as aforesaid.

Given under my hand and official seal of office this 8th day of November, 1989.

Clayton Thweatt
Notary Public
My Commission Expires 5-29-91

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
89 NOV 13 PM 1:45

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$ 35.00
2. L.T. Tax	\$ 7.50
3. Notary Fee	\$ 3.00
4. Stamp Fee	\$ 1.00
5. Title Insurance Fee	\$ 1.00
6. Other Fees	\$ 0.00
Total	\$ 46.50