

This instrument was prepared by:  
 Clayton T. Sweeney  
 Corley, Moncus & Ward, P.C.  
 2100 SouthBridge Parkway  
 Suite 650  
 Birmingham, Alabama 35209

Send Tax Notice to:  
 Marvin Eugene Franklin  
 Katharine Wood Franklin  
 716 Sprucewood Lane  
 Birmingham, AL 35214

STATE OF ALABAMA )  
 SHELBY COUNTY )

41,000.00

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Ten (\$10.00) Dollars and other good and valuable consideration 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 Marvin Eugene Franklin and Katharine Wood Franklin (herein referred to as "Grantee", whether one or more) as joint tenants with right of survivorship, the following described real estate (the "Property"), situated in Shelby County, Alabama, to-wit:

Lot 329, according to the survey of Brook Highland - an Eddleman Community, 7th Sector, as recorded in Map Book 13, Page 99 in the office of the Judge of Probate of Shelby County, Alabama. Mineral and mining rights excepted.

The above property is conveyed subject to:

BOOK 266 PAGE 880

- (1) Ad valorem taxes due and payable October 1, 1990.
- (2) 35 Foot Building setback line as shown by recorded plat.
- (3) Public utility easements as shown by recorded plat.
- (4) 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 instrument recorded in Real 194, Page 54 in said Probate Office.
- (5) 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 of Brook Highland Homeowner's Association, Inc. as recorded in Real 194, Page 281 and By-Laws of Brook Highland Homeowner's Association, Inc. as recorded in Real 194, Page 287 in said Probate Office.
- (6) 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 and Real 194, Page 43 in said Probate Office.
- (7) 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 and Real 194, Page 40 in said Probate Office.

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PAGE 266  
BOOK 881  
  
(8) 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 said Probate Office.

(9) 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 and Real 199, Page 18 in said Probate Office.

(10) Subdivision restrictions shown on recorded plat in Map Book 12, Page 62 A & B provide for construction of single family residences only.

(11) Right-of-Way granted to Alabama Power Company by instrument recorded in Real 255, Page 763 and conditions and restrictions set forth in instrument recorded in Real 181, Page 995 in said Probate Office.

(12) Amendment to Declaration of Protective Covenants of Brook Highland, A Residential Subdivision, which provides for a special use restriction with respect to the Brook Highland Racquet Club property, said Amendment being recorded in Book 263, Page 604 in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD, to the said Grantees, as joint tenants, with rights of survivorship, their heirs and assigns, forever. It being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common. And said Grantor does for itself, its successors and assigns, covenant with said Grantees, their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are

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

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized partner this 14<sup>th</sup> day of November, 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)

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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 14<sup>th</sup> day of November, 1989.

Clayton J. Bowles  
Notary Public

My Commission Expires: 05-29-91

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

89 NOV 20 AM 9:47

Thomas A. Shandor, Jr.  
JUDGE OF PROBATE

41.00  
7.50  
4.00  
52.50

1. Deed Tax -----	\$ 41.00
2. Mtg. Tax -----	\$
3. Recording Fee -----	\$ 7.50
4. Indexing Fee -----	\$ 3.00
5. No Tax Fee -----	\$
6. C. -----	1.00
Total -----	\$ 52.50