

648

20.00
4.00
7.50
31.50

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:
Douglas D. Eddleman
2700 Hwy. 280 South
Suite 325
B'ham, AL 35223

STATE OF ALABAMA)
SHELBY COUNTY)

20,000.00

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, an Alabama general partnership, does by these presents, grant, bargain, sell and convey unto Billy D. Eddleman, an undivided 75% interest in said property; and unto Douglas D. Eddleman, an undivided 25% interest in said property (herein referred to as "Grantee", whether one or more) the following described real estate (the "Property"), situated in Shelby County, Alabama, to-wit:

A parcel of land situated in Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said Section 29 and run North 45 deg. 09 min. 34 sec. West for a distance of 28.13 feet to a point; thence run North 89 deg. 32 min. 01 sec. East and parallel to and 20 feet from the South line of said Section 29, for a distance of 537.00 feet to a point; thence run North 30 deg. 56 min. 59 sec. East for a distance of 143.27 feet to a point; thence run North 42 deg. 46 min. 42 sec. East for a distance of 185.70 feet to a point; thence run North 47 deg. 37 min. 05 sec. East for a distance of 264.61 feet to a point; thence run North 22 deg. 17 min. 13 sec. East for a distance of 301.78 feet to a point; thence run North 0 deg. 37 min. 52 sec. East for a distance of 274.24 feet to a point; thence run North 19 deg. 04 min. 19 sec. West for a distance of 170.02 feet to a point; thence run North 0 deg. 31 min. 58 sec. East for a distance of 354.16 feet to a point; thence run North 26 deg. 26 min. 50 sec. East for a distance of 156.52 feet to the point of beginning; thence run North 68 deg. 44 min. 47 sec. West for a distance of 204.61 feet to a point on a curve with a radial bearing in of North 68 deg. 44 min. 47 sec. West and a central angle of 21 deg. 37 min. 00 sec. and a radius of 503.60 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 190.00 feet to a point; thence run North 0 deg. 21 min. 46 sec. West for a distance

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of 34.07 feet to a point on a curve to the right having a radius of 25.00 feet and a central angle of 85 deg. 43 min. 52 sec; thence run in a Northeasterly direction along the arc of said curve for a distance of 37.41 feet to a point; thence run North 10 deg. 23 min. 14 sec. West for a distance of 60.30 feet to a point; thence run North 4 deg. 37 min. 54 sec. West for a distance of 190.25 feet to a point; thence run North 56 deg. 26 min. 39 sec. East for a distance of 271.76 feet to a point; thence run South 2 deg. 03 min. 16 sec. East for a distance of 545.47 feet to a point; thence run South 26 deg. 26 min. 50 sec. West for a distance of 193.34 feet to the point of beginning. Containing 3.225 acres, more or less.

The above property is conveyed subject to:

- (1) Ad valorem taxes due and payable October 1, 1990.
- (2) Existing easements, conditions, restrictions, set-back lines, rights-of-way, limitations, if any, of record.
- (3) Mineral and mining rights not owned by Grantor.

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 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.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized partner this 20th 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)

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 20th day of November, 1989.

Clayton Thayer
Notary Public

My Commission Expires: 5-29-91

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

89 DEC 12 AM 8:22

Thomas H. Inman, Jr.
JUDGE OF PROBATE

20.00
7.50
4.00
31.50

1. Deed Tax	\$ 20.00
2. Stamp Tax	\$ 7.50
3. Recording Fee	\$ 3.00
4. Notary Fee	\$ 1.00
Total	\$ 31.50

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