

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

647

Send Tax Notice To:
William J. Acton Construction, Inc.
3152 Bradford Place
Birmingham, AL 35242

STATE OF ALABAMA)
SHELBY COUNTY)

1,000.00
T. C. K. T. H.

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Ten Dollars and other good and valuable considerations to the undersigned grantors, Billy D. Eddleman, a married man, and Douglas D. Eddleman, a married man, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said Grantors, do by these presents, grant, bargain, sell and convey unto Eddleman & Associates, a general partnership, (herein referred to as "Grantee", whether one or more) the following described real estate (the "Property"), situated in Shelby County, Alabama, to-wit:

Lot 164, according to the Survey of Brook Highland, 5th Sector, 1st Addition as recorded in Map Book 13, Page 55, 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, 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 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 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.

The property conveyed herein is not the homestead of the Grantors or their spouses.

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 22nd day of November, 1989.

WITNESSES:

SELLER:

Billy D. Eddleman
Billy D. Eddleman

Douglas D. Eddleman
Douglas D. Eddleman

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Billy D. Eddleman, a married man, whose name 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, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 22nd day of November, 1989.

Clayton Thayer
Notary Public

My Commission Expires: 5/29/91

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, a married man, whose name 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, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 22nd 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 8:21

Thomas A. Snowdon Jr.
JUDGE OF PROBATE

1. Deed Tax	\$ 1.00
2. Notary Fee	\$ 5.00
3. Recording Fee	\$ 3.00
4.	\$
5.	\$
6.	\$ 1.00
Total	\$ 10.00

1.00
5.00
4.00
10.00