

1102

\$4.00  
1.06  
7.50  
\$12.50

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

Send Tax Notice To:  
Southern Design Homes, Inc.  
630A Cahaba Valley Road  
Birmingham, AL 35242

STATE OF ALABAMA )  
SHELBY COUNTY )

35,000<sup>00</sup>

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Ten Dollars and other good and valuable considerations to the under-  
signed 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  
SOUTHERN DESIGN HOMES, 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 10, according to the Survey of  
The Magnolias at Brook Highland, A  
Residential Subdivision, as record-  
ed 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 as  
shown by recorded 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 Home-  
owners' 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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Corley, Moncus

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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.

\$ All 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 12th day of February, 1990.

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 12th day of February, 1990.

Clayton L. Hae  
Notary Public  
My Commission Expires: 5/29/91

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

90 FEB 16 PM 2:46

Thomas P. Thompson, Jr.  
JUDGE OF PROBATE

1. Deed Tax	—	—
2. Mtg. Tax	—	7.50
3. Recording Fee	—	3.00
4. Indexing Fee	—	1.00
5. No Tax Fee	—	1.00
6. Certified Fee	—	—
Total	—	12.50