

1498

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

Send Tax Notice To:
J M Williams Construction Co., Inc.
c/o Mark T. Williams
3804 Arundel Drive
Birmingham, AL 35243

35.00
4.00
7.50
+ 46.50

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS,

35,000⁰⁰

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
J M WILLIAMS CONSTRUCTION CO., INC., (herein referred
to as "Grantee", whether one or more) the following de-
scribed real estate (the "Property"), situated in
Shelby County, Alabama, to-wit:

Lot 52, 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

BOOK 280 PAGE 97

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 14th 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 14th day of February, 1990.

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

BOOK 280 PAGE 99

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
90 FEB 23 PM 3:43

Thomas A. Shumaker, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$ 35.00
2. Mtg. Tax	\$
3. Recording Fee	\$ 7.50
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$
6. Certified Fee	\$ 1.00
Total	\$ 46.50