

#25

\$45.00  
4.00  
7.50  
\$ 56.50

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

Send Tax Notice To:  
Derek J. Tarr and Sheila R. Tarr  
4517 Magnolia Drive  
Birmingham, AL 35242

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS,

179,000<sup>00</sup>

That in consideration of Ten Dollars (\$10.00) 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  
DEREK J. TARR and SHEILA R. TARR (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 9, 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) Subdivision restrictions shown  
on recorded plat in Map Book 13,  
Page 102 provide for construction  
of single family residences only.

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  
\$134,000.00 of the consideration was paid from the proceeds of a  
mortgage loan closed simultaneously herewith.

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BOOK 285, PAGE 943

✓ Corley, Moncus

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 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 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 27th day of March, 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 27th day of March, 1990.

*Clay Sherry*  
Notary Public

My Commission Expires: 5-29-91

RECORDED AT 30500  
3015 200  
3100 2011-2012 10/1/90  
COURT HOUSE 2 FLOOR B.E.  
285 MAR 945  
BOOK

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

90 APR -5 AM 10:43

*Thomas A. Harrison, Jr.*  
JUDGE OF PROBATE

1	Dead Tax	4500
2	State Tax	
3	County Tax	250
4	City Tax	300
5	County Fee	
6	City Fee	100
Total		5650