

222

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:  
Ronald C. Rowell  
Nancy B. Rowell  
1229 Edinborough Lane  
Birmingham, AL 35226

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Eighty Nine Thousand and No/100 Dollars (\$89,000.00) to the undersigned grantor, Meadow Brook Heights, an Alabama General Partnership, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said Meadow Brook Heights, an Alabama General Partnership, does by these presents, grant, bargain, sell and convey unto RONALD C. ROWELL and NANCY B. ROWELL (herein referred to as "Grantee", whether one or more) as joint tenants with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lots 93B and 93C, according to the Amended Map of Resurvey of Lots 93 and 93A, Meadow Brook 18th Sector, Phase I, and Acreage, as recorded in Map Book 14, Page 48, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

The above property is conveyed subject to the following:

1. Ad valorem taxes for the year 1990, which are a lien but not due and payable until October 1, 1990.
2. Public utility easements as shown by recorded plat, including a 20 foot easement across Northerly rear corner of lot, a 10 foot easement on the Northwesterly rear corner, a 10 foot easement on rear portion of Northeasterly side of Lot 93B; and a 10 foot easement on the Southeasterly corner of Lot 93C.
3. 35 foot building set back line reserved from Brookhill Circle as shown by recorded map.
4. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Meadow Brook Highlands, as set out in instrument recorded in Real Book 286, page 510, in the Probate Office of Shelby County, Alabama; along with the Articles of Incorporation of Meadow Brook Highlands Homeowners' Association, Inc. as recorded in Real Book 286, page 537 and By-Laws of Meadow Brook Highlands Homeowners' Association, Inc. as recorded in Real Book 286, page 545 in the Probate Office of Shelby County, Alabama.

BOOK 295 PAGE 771

BOOK 295 PAGE 772

5. Restrictions, covenants and conditions set out in instrument recorded in Real 87, Page 482; Map Book 14, Page 34 and Map Book 10, Page 26, in said Probate Office.

6. 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 65, page 96; Deed Book 79, page 287; and Deed Book 65, page 94; Deed Book 48, Page 427; and Deed Book 32, Page 48, in the Probate Office of Shelby County, Alabama.

7. Right-of-Way granted to Alabama power Company by instrument recorded in Deed Book 348, Page 751, in said Probate Office.

8. Agreements with Alabama Power Company as to underground cables recorded in Real 89, Page 984 and covenants pertaining thereto recorded in Real 89, Page 987.

9. Agreement with Alabama Power Company as set out in Misc. Book 48, Page 880, in said Probate Office.

Grantee acknowledges that Grantee has been informed by Grantor of sinkholes and soil conditions existing in Shelby County. Grantee agrees that Grantor shall not be liable for earthquakes, underground mines, sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface condition that may now or hereafter exist or occur or cause damage to persons, property or buildings. Grantee does forever release Grantor from any damage arising out of the conditions of the soil and for conditions of the surface and subsurface of the above described property, and this release shall constitute a covenant running with the land conveyed hereby, as against Grantee, and all persons, firms and corporations holding under or through Grantee.

TO HAVE AND TO HOLD to 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 the said grantees, their heirs and assigns, that it is lawfully seized in fee simple of said premises; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same to the said grantees, their heirs 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 11<sup>th</sup> day of June, 1990.

SELLER:

Meadow Brook Heights,  
an Alabama General  
Partnership

By: *Douglas D. Eddleman*  
Douglas D. Eddleman,  
General Partner

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 General Partner in Meadow Brook Heights, an Alabama General Partnership, 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 general partner, and with full authority, executed the same voluntarily for and as the act of said partnership.

11<sup>th</sup> Given under my hand and official seal this day of June, 1990.

BOOK 295 PAGE 773

STATE OF ALA. SHERIFF  
I CERTIFY THIS  
INSTRUMENT WAS FILED

90 JUN 13 PM 1:48

*Clayton H. Huggins*  
Notary Public  
My Commission Expires: 05-29-91

The Grantees executes this deed only to acknowledge and accept all covenants and restriction contained hereinabove.

1. Deed Tax	\$ 89.00
2. Mtg. Tax	\$ 7.52
3. Recording Fee	\$ 3.00
4. Indexing Fee	\$ 1.00
5. Notary Tax Fee	\$ 1.00
6. Certified Fee	\$ 1.00
<b>Total</b>	<b>\$106.02</b>

*Ronald C. Rowell*  
Ronald C. Rowell

*Nancy B. Rowell*  
Nancy B. Rowell

State of Alabama)  
Jefferson County)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ronald C. Rowell and Nancy B. Rowell, whose name 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 conveyance, she, executed the same voluntarily on the day the same bears date.

11<sup>th</sup> Given under my hand and official seal this the day of June, 1990.

*Clayton H. Huggins*  
Notary Public  
My Commission Expires: 5-29-91