

899
This instrument was prepared by:
Clayton T. Sweeney
Corley, Moncus & Ward, P.C.
SouthBridge Parkway
Suite 650
Birmingham, AL 35209

Send Tax Notice To:
Kirkwood Construction Company, Inc.
5981 ...
Birmingham, AL

STATE OF ALABAMA)
SHELBY COUNTY)

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
Kirkwood Construction Company, 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:

35,000.00

Lot 24, according to the Survey of
The Magnolias at Brook Highland, an
Eddleman Community, as recorded in
Map Book 13, Page 102 A & B, in the
Probate Office of Shelby County,
Alabama.

Mineral and Mining Rights Excepted.

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

Corley Moncus & Ward

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 con-
struction of single family resi-
dences only.

(7) Easement to The Water Works &
Sewer Board of the City of Birming-
ham 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 cove-
nants and agrees for itself and its successors, as-
signs, 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 Prop-
erty, 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 part-
ners of Grantor and partners thereof; (iii) any succes-
sors 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, corpora-
tions, 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.

BOOK 304 PAGE 929

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized partner this 3rd day of August, 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 1st day of August, 1990.

Charles J. Hicken
Notary Public

My Commission Expires: 5-28-91

BOOK 304 PAGE 930

The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained hereinabove.

Kirkwood Construction
Company, Inc.

BY: James Kirkwood
Its President

State of Alabama)
Jefferson County)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James Kirkwood whose name as President of Kirkwood Construction Company, Inc. 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, he, in his capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

Given under my hand and official seal this the
3rd day of August, 1990.

[Signature]
Notary Public

My Commission expires: 5-27-92

BOOK 304 PAGE 931

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

90 AUG 13 AM 8:44

[Signature]
JUDGE OF PROBATE

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49

35.00
10.00
5.00
1.00
40.00