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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:  
Robert C. Clark, Jr.  
Gayle M. Clark  
4132 Carnichael Road Apt. 454  
Montgomery, AL 36106

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Twenty Four Thousand and No/100 Dollars (\$24,000.00) 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 Robert C. Clark, Jr. and Gayle M. Clark (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:

Lot 1, according to the Survey of Meadow Brook, 10th Sector, as recorded in Map Book 11, Page 27, 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:

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1. Ad valorem taxes for the year 1991, which are a lien but not due and payable until October 1, 1991.
2. Public utility easements as shown by recorded plat, including an irregular easement on the Southeasterly rear and a 10 foot on the Northeasterly and Southwesterly sides of lot.
3. Building set back line of 35 feet reserved from Meadow Brook Road, as shown by recorded map.
4. Restrictions, covenants and conditions set out in instrument recorded in Map Book 11, Page 27 and in Real 141, Page 106, as recorded 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.

nd 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 30th day of August, 1991.

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.

Given under my hand and official seal this 30th day of August, 1991.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
91 SEP 26 AM 8:42  
JUDGE OF PROBATE

Clay Lee  
Notary Public  
My Commission Expires: 5-29-95

1. Deed Tax	<u>2400</u>
2. Mtg. Tax	<u>500</u>
3. Recording Fee	<u>300</u>
4. Indexing Fee	<u>100</u>
5. No Tax Fee	<u>100</u>
6. Certified Fee	<u>100</u>

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