

2193

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

H. Thomas Smith
4408 Ashington Circle
Birmingham, AL 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Forty Five Thousand and No/100 Dollars (\$45,000.00) to the undersigned 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 H. THOMAS SMITH and CYNTHIA S. SMITH (Hereinafter 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 262, according to the Survey of Brook Highland, an Eddleman Community, 6th Sector, 3rd Phase, as recorded in Map Book 15, Page 105, as recorded in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted.

The above property is conveyed subject to:

- (1) Ad valorem taxes due and payable October 1, 1992.
- (2) 35 Foot building setback line as shown by recorded plat.
- (3) Public utility easements as shown by recorded plat.
- (4) 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 instrument recorded in Real 194, Page 54 in said Probate Office.
- (5) Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Brook Highland, as set out in instrument recorded in Real 194, Page 254 in Probate Office, along with Articles of Incorporation of Brook Highland Homeowner's Association, Inc. as recorded in Real 194, Page 281 and By-Laws of Brook Highland Homeowner's Association, Inc. as recorded in Real 194, Page 287 in said Probate Office, and Supplemental Declaration of Protective Covenants of Brook Highland, an Eddleman Community, 6th Sector, 3rd Phase as recorded in Real 380, Page 623, in said Probate Office.
- (6) A non-exclusive easement and agreement between Eddleman and Associates and The Water Works and Sewer Board of the City of Birmingham dated July 11, 1988, and recorded in Real 194, Page 20 and Real 194, Page 43 in said Probate Office.

BOOK 397 PAGE 223

Return To:
Corley, Moncus & Ward, P.C.
2100 SouthBridge Parkway
Suite 650
Birmingham, AL 35209

(7) Easement and agreements between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio and The Water Works and Sewer Board of the City of Birmingham, as set out in instrument recorded in Real 194, Page 1 and Real 194, Page 40 in said Probate Office.

(8) Drainage Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987 and recorded in Real 125, Page 238 in said Probate Office.

(9) Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987, and recorded in Real 125, Page 249 and Real 199, Page 18 in said Probate Office.

(10) Subdivision restrictions shown on recorded plat in Map Book 15, Page 105, provide for construction of single family residences only.

(11) 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 32, Page 48 and Deed Book 121, Page 294, in said Probate Office.

(12) Restrictive covenants with regard to underground transmission installation by Alabama Power Company as recorded in Real 181, Page 995, in said Probate Office.

(13) Covenants releasing predecessors in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by survey of subdivision, recorded in Map Book 15, Page 105, in said 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 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.

BOOK 397 PAGE 224

TO HAVE AND TO HOLD to the said Grantee, 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 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 Grantees, their heirs, successors 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 officer this 9th day of January, 1992.

SELLER:

EDDLEMAN PROPERTIES, INC.
an Alabama Corporation

By: *Douglas D. Eddleman*
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 Deed; and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal of office this 9th day of January, 1992.

[Signature]
Notary Public
My Commission Expires: 5-22-95

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

H. Thomas Smith
H. THOMAS SMITH

Cynthia S. Smith
CYNTHIA S. SMITH

State of Alabama)
Jefferson County)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that H. THOMAS SMITH and CYNTHIA S. SMITH whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this
the 9th day of January, 1992.

[Signature]
Notary Public

My Commission Expires: 5-29-95

BOOK 397 PAGE 226

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

92 MAR 24 AM 9:49

JUDGE OF PROBATE

45.00
10.00
4.00
59.00

1. Deed Tax	45.00
2. Int. Tax	10.00
3. Recording Fee	4.00
4. Notary Fee	5.00
5. Misc.	1.00
Total	59.00