

This instrument was prepared by:
Clayton T. Sweeney, Esquire
CORLEY, MONCUS & WARD, P.C.
2100A SouthBridge Parkway
Suite 650
Birmingham, Alabama 35209

Send Tax Notice to:

Jeffrey E. Whitt and
Jennifer B. Whitt
2496 Magnolia Place
Birmingham, AL 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of 29,900⁰⁰ Ten Dollars (\$10.00) and other good and valuable considerations 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 JEFFREY E. WHITT and JENNIFER B. WHITT, (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 1, according to the Survey The Magnolias of Brook Highland, an Eddleman Community, A Residential Subdivision, as recorded 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 due and payable for the year of 1992, which are a lien but not due and payable until October 1, 1992.

(2) 35 Foot building setback line as shown by recorded plat.

(3) Existing easements of record and as shown by recorded plat.

(4) Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for the "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 Homeowners' 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 Shelby County, Alabama.

(5) Subdivision restrictions shown on recorded plat in Map Book 13, Page 102 provide for construction of single family residence 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 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 or 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 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.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 29th day of April, 1992.

SELLER:

EDDLEMAN PROPERTIES, INC.
an Alabama Corporation

By: Douglas D. Eddleman
Douglas D. Eddleman,
Its Vice-President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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., as 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.

29th Given under my hand and office seal of office this the 29th day of April, 1992.

[Signature]
Notary Public
My Commission Expires:

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

Jeffrey E. Whitt
JEFFREY E. WHITT

Jennifer B. Whitt
JENNIFER B. WHITT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JEFFREY E. WHITT and JENNIFER B. WHITT whose names as 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 29th day of April, 1992.

[Signature]
Notary Public

My Commission expires: 5-28-95

Inst # 1992-14895

07/23/1992-14895
02:37 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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