

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:

Gary L. Bystrom
2041 Sweetgum Drive
Birmingham, AL 35244

STATE OF ALABAMA)
COUNTY OF SHELBY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Sixty Seven Thousand Five Hundred and No/100 Dollars (\$67,500.00) to the undersigned grantors, EDDLEMAN PROPERTIES, INC., an Alabama Corporation, EDDLEMAN ASSOCIATES, II, LTD., an Alabama Limited Partnership and MEADOW BROOK HEIGHTS, an Alabama General Partnership, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said EDDLEMAN PROPERTIES, INC., an Alabama Corporation, EDDLEMAN ASSOCIATES, II, LTD., an Alabama Limited Partnership and MEADOW BROOK HEIGHTS, an Alabama General Partnership, (hereinafter referred to as "Grantors") does by these presents, grant, bargain, sell and convey unto GARY L. BYSTROM, (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lots 106 B and 106 C, according to a Resurvey of a part of Meadow Brook Highlands, as recorded in Map Book 14, Page 81, 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:

- (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 reserved from Brookhill Circle (Lot 106 B) as shown by recorded plat.
- (3) Public utility easements as shown by recorded plat, including a 10 foot easement on the rear of lot. (Lots 106B and 106C).
- (4) Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for the Meadow Brook Highlands, as set out in instrument recorded in Book 286, Page 510 in the Probate Office of Shelby County, Alabama; and amended in Real 361, Page 155 as to Lot 106B only; along with Articles of Incorporation of Meadow Brook Highlands Homeowners' Association, Inc. as recorded in Book 286, Page 537 and By-Laws of Meadow Brook Highlands Homeowners' Association, Inc. as recorded in Book 286, Page 545 in the Probate Office Shelby County, Alabama.
- (5) Right of way granted to Alabama Power Company by instrument recorded in Deed Book 348, Page 751, in said Probate Office.
- (6) Agreement with Alabama Power Company set out in Misc. Book 48, Page 880, in said Probate Office.
- (7) Title to all minerals with 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; and Deed Book 48, Page 428; in the Probate Office of Shelby County, Alabama.
- (8) Restrictions, covenants and conditions as set out in instruments recorded in Map Book 14, Page 21 A & B and Map Book 14, Page 60, in said Probate Office.

Grantee acknowledges that Grantee has been informed by Grantor of

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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 the said Grantee, his heirs and assigns forever. And said Grantor does for itself, its successors and assigns, covenant with said Grantee, his heirs, 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, his heirs, successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantors have hereunto set its hand by its duly authorized officer(s) this 13th day of August, 1992.

SELLER:

MEADOW BROOK HEIGHTS
an Alabama General Partnership

By: 

DOUGLAS D. EDDLEMAN,
Its General Partner

EDDLEMAN ASSOCIATES, II, Ltd.
an Alabama Limited Partnership
by its General Partner,
Eddleman Properties, Inc.

BY: 

DOUGLAS D. EDDLEMAN,
Its Vice-President

EDDLEMAN PROPERTIES, INC.
an Alabama Corporation

BY: 


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 General Partner of Meadow Brook Heights, an Alabama General Partnership, 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 general

partner, and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and office seal of office this the 13th day of August, 1992.


Notary Public

My Commission Expires: 5-29-95

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, the General Partner of Eddleman Associates, II, Ltd., an Alabama Limited Partnership, 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 above and foregoing conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this the 13th day of August, 1992.


NOTARY PUBLIC

My Commission Expires: 5-29-95

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 conveyance, 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, this the 13th day of August, 1992.


NOTARY PUBLIC

My Commission Expires: 5-29-95

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


GARY L. BYSTROM

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas B. Standard 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 13th day of August, 1992.


Notary Public
My Commission expires: 5-29-25

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09/29/1992-21596
01:57 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 KJS 81.50