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Inst # 1992-27606

11/19/1992-27606  
04:02 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 12.50

STATE OF ALABAMA

COUNTY OF SHELBY

1,150,000.00

THIS INDENTURE made and entered into on this 10<sup>th</sup> day of November, 1992, by and between EAGLE POINT ASSOCIATES, An Alabama General Partnership, composed of the following sole General Partners, Arlington Properties, Inc., a corporation, Partner, and Eagle Point Associates, Inc., a corporation, Partner, as party of the first part, and REAMER DEVELOPMENT CORPORATION, a corporation, as party of the second part.

WITNESSETH, That for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, cash in hand paid to the party of the first part by the party of the second part, and other good and valuable considerations, receipt and sufficiency of which is hereby acknowledged, the party of the first part has this day given, granted, bargained, sold and conveyed and does by these presents hereby give, grant, bargain, sell and convey unto the party of the second part, its successors and assigns, together with every continent remainder and right of reversion, the following described real estate located in the County of Shelby, State of Alabama, to-wit:

Lots 2 - 36, both inclusive (less and except Lots 6, 7, 13, 17, 18, 20, 25, 28 and 35) and lots 88 and 90, according to Record Map of Eagle Point First Sector, Phase 1, as shown by record map dated 2 Oct, 1990 recorded in Map Book 14, Page 114, Office of Judge of Probate, Shelby County, Alabama. Subject to the following: All protective covenants, Restrictions and Easements shown in Vol. 329, Page 434, et seq; Book 350, Page 775, et seq, Real Vol 290, Page 842, and Real Volume 206, Page 448 and all easements, restrictions, rights of way and equitable servitudes of record including Right of Way to Alabama Power Company, Vol. 111, Page 408, Vol. 273, Page 201. Subject to the mortgage to National Bank of Commerce of Birmingham - recorded Real Vol. 346, page 281. Subject to Mining and Mineral Rights Volume 331, Page 262. Less and except Mining and Mineral Rights not owned by Seller.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TO HAVE AND TO HOLD the lot of parcel(s) of land above described, together with all and singular the rights, privileges, tenements, appurtenances and improvements thereunto belonging, unto the said party of the second part, its successors and assigns, forever.

AND, the party of the first part, for itself, its successors and assigns, does hereby covenant with and warrant unto the party of the second part, its successors and assigns, that it is lawfully seized in fee simple of the herein conveyed real estate, that it has a good and lawful right to sell and convey the same as aforesaid, and that the same is free and clear from all encumbrances excepting ad valorem taxes for the current year and subsequent years, easements and restrictions of record, and that it will forever warrant and defend title to same unto the party of the second part, its successors and assigns, from and against the lawful claims of all persons whomsoever, except as to said taxes, easements and restrictions.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal on this the day and year first above written.

*D. Ham Tittle*

EAGLE POINT ASSOCIATES, an Alabama  
General Partnership by:

EAGLE POINT ASSOCIATES, INC.,  
General Partner

By: William K. Murray (SEAL)  
Its: Vice President

ARLINGTON PROPERTIES, INC.  
General Partner

By: Frank A. Wix (SEAL)  
Its: President

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, THE UNDERSIGNED, a Notary Public, in and for said County and State, hereby certify that William K. Murray, whose name as Vice President of Eagle Point Associates, Inc. is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date, that, being informed of the contents of said conveyance, \_\_\_\_\_ as such officer, executed the same voluntarily for and as the act or said corporation, on the day the same bears date.

GIVEN under my hand and seal this 10th day of November, 1992.

Janice D. Poole  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES APRIL 27, 1996

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, THE UNDERSIGNED, a Notary Public, in and for said County and State, hereby certify that Frank A. Wix, whose name as President of Arlington Properties, Inc. is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date, that, being informed of the contents of said conveyance, \_\_\_\_\_ as such officer, executed the same voluntarily for and as the act or said corporation, on the day the same bears date.

GIVEN under my hand and seal this 10th day of November, 1992.

Janice D. Poole  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES APRIL 27, 1996

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, THE UNDERSIGNED, a Notary Public, in and for said County and State, hereby certify that Eagle Point Associates, Inc. and Arlington Properties, Inc., whose names as General Partners of Eagle Point Associates, an Alabama General Partnership, and whose names are signed to the foregoing instrument, who are known to me, acknowledged before me on this date, that, being informed of the contents of this instrument, as General Partners and with full authority executed the same voluntarily for and as the act of the partnership.

GIVEN under my hand and seal this 10<sup>th</sup> day of November, 1992.

Quinn D. Poole

NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES APRIL 27, 1996

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