

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:

Gibson-Anderson-Evins, Inc.
2531 Rocky Ridge Road
Suite 116
Birmingham, Alabama 35243

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Twenty Nine Thousand Nine Hundred and NO/100 Dollars (\$29,900.00) 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 GIBSON-ANDERSON-EVINS, INC. (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 46, 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 1993, which are a lien but not due and payable until October 1, 1993.

(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 non-contiguous to the Property. Further, the Grantee, its successors and assigns, hereby acknowledge that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and the Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. 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

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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 Grantee, its successors and assigns forever, and said Grantor does for itself, its successors and assigns, covenant with said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises, that it 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 9th day of December, 1992.

SELLER:

EDDLEMAN PROPERTIES, INC.
an Alabama Corporation

By: 

Douglas D. Eddleman,
Its 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 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.

9th Given under my hand and office seal of office this the 9th day of December, 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.

GIBSON-ANDERSON-EVINS, INC.

By: [Signature]

Its President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that L. S. Evans, II whose name as President of GIBSON-ANDERSON-EVINS, INC. 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 in his capacity as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

[Signature]
Notary Public

My Commission expires: Aug '95

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