



**SHERMAN**  
INTERNATIONAL  
CORP.

STATE OF ALABAMA )

**LIEN**

COUNTY OF SHELBY)

Sherman International Corporation files this statement in writing verified by oath of Jeff Gilmer as its Corporate Credit Manager, as follows:

That Sherman International Corporation claims a lien on the following property, to-wit, the residence and building located on the premises of:

**2552 Magnolia Place Lot 35 Brook Highland**

This lien is claimed separately and severally as to both buildings and improvements thereon and the said land.

That this lien is claimed and said to secure and indebtedness of <sup>\$1,179.68 mgy</sup> ~~\$4,653.14~~ after all just claims have been given with interest from, to-wit, January 04, 1993 for materials furnished for and which were used in construction and erecting said residence above mentioned.

The names of the owners or proprietors of said property are:

**Mr. Dean Leader**  
**3061 Brook Highland**  
**Birmingham, Alabama 35242**

SHERMAN INTERNATIONAL CORP.

By: Jeff Gilmer  
Its: Corporate Credit Manager

STATE OF ALABAMA )

**ACKNOWLEDGMENT**

COUNTY OF JEFFERSON )

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jeff Gilmer, who being by me first duly sworn, deposes and says that he has statement of lien and that the same are true and correct to the of his knowledge and belief.

Jeff Gilmer

SWORN TO AND SUBSCRIBED BEFORE ME THIS 25th DAY OF February, 1993.

Michael G. Jones  
Notary Public

Received by: \_\_\_\_\_

My commission expires: March 11, 1995

06/28/1993-18741  
09:16 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 135

Sherman International Corp., 2131 Magnolia Ave. So., P.O. Box 1926, Birmingham, Alabama 35201, (205) 252-6900, FAX (205) 458-9293

Michael Jones

Inst # 1993-18741

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:  
Dean E. Leader  
Daria E. Leader  
619 Mountain Lane, Court  
Hoover, Alabama 36244

STATE OF ALABAMA )  
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten Dollars and other good and valuable consideration 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 DEAN E. LEADER and DARIA E. LEADER, (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 35, according to the Survey The Magnolias of Brook Highland, an Eddleman Community, A Residential Subdivision, as recorded in Map Book 13, Page 102 A&R, in the Probate Office of Shelby County, Alabama.

ALL OF THE PURCHASE PRICE WAS PAID FROM A PURCHASE MONEY MORTGAGE EXECUTED SIMULTANEOUSLY WITH THIS DEED. 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 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.

Nyjan 06/28/1993-18741  
09:16 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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Inst # 1993-18741

1993-26250  
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