

This instrument was prepared by:  
Clayton T. Sweeney, Esquire  
2700 Highway 280 East  
Suite 150E  
Birmingham, Alabama 35223

Send Tax Notice to:  
AmSouth Bank, N.A.  
as Ancillary Trustee  
for Nationsbank of  
North Carolina, N.A.  
P.O. Box 11077  
Birmingham, AL 35288

**STATUTORY WARRANTY DEED**

**STATE OF ALABAMA        )**  
**COUNTY OF SHELBY        )**

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, paid 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 (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto AMSOUTH BANK, N.A. as ANCILLARY TRUSTEE FOR NATIONSBANK OF NORTH CAROLINA, N.A., as TRUSTEE FOR THE PUBLIC EMPLOYEES RETIREMENT SYSTEM OF OHIO (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 2016, according to the Survey of Brook Highland, an Eddleman Community, 20th Sector, as recorded in Map Book 16, Page 148, in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted.

The above property is conveyed subject to:

(i) All valid and enforceable easements, covenants, conditions and restrictions of record, including, without limitation, that certain Declaration of Protective Covenants recorded in Book 194 at Page 254, in the Office of the Judge of Probate of Shelby County, Alabama, as amended by that certain Supplementary Declaration of Protective Covenants of Brook Highland, 20th Sector, as recorded in Instrument NO.1993-01877 the Office of the Judge of Probate of Shelby County, Alabama, (ii) the lien of ad valorem and similar taxes (but not including "rollback" taxes) for 1993 and subsequent years, and (iii) all matters that would be revealed by a current and accurate physical survey of the subject property.

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. 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 Grantor or trustees 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** **06/28/1993-18794**  
**11:34 AM** **CERTIFIED** **Be, its successors**  
**SHELBY COUNTY JUDGE OF PROBATE**  
**002 MJS       84.00**

CLAYTON T. SWEENEY  
2700 HWY 280 EAST  
SUE. 150E  
BHAM., AL 35223

Inst # 1993-18794

and assigns forever.

**IN WITNESS WHEREOF**, Eddleman Properties, Inc. has caused this statutory warranty deed to be executed by its duly authorized officer this 6th day of May, 1993.

GRANTOR:

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., an 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.

Given under my hand and office seal of office this the 6th day of May, 1993.

  
Notary Public  
My Commission Expires: 5-28-95

Inst # 1993-18794

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11:34 AM CERTIFIED  
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