

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 290E
Birmingham, Alabama 35223

Send Tax Notice to:

Richard Scott Perkins
209 Brook Highland Lane
Birmingham, AL 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Twenty Eight Thousand and No/100 Dollars (\$28,000.00) to the undersigned grantors, **BILLY D. EDDLEMAN**, a married man, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **BILLY D. EDDLEMAN**, a married man, (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto **RICHARD SCOTT PERKINS** and **NATALIE C. PERKINS**, (hereinafter referred to as "Grantees"), as joint tenants with right of survivorship, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 8, according to the Amended Map of Meadow Brook, Fifth Sector, Phase II, as recorded in Map Book 11, Page 76 A & B, in the Office of the Judge of Probate 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 1994, which are a lien but not due and payable until October 1, 1994.
- (2) 35 Foot building setback line reserved from Harvest Ridge Lane cul-de-sac as shown by recorded plat.
- (3) Public utility easements as shown by recorded plat, including a 7.5 foot easement on the Easterly and Northwesterly sides, a 25 foot easement on the Northeasterly side and a 15 foot easement on the Northeasterly side, a 30 foot easement on the Easterly side and a 10 foot easement on the Southwesterly side of subject property.
- (4) Restrictions, Covenants, and Conditions, as set out in instrument recorded in Real 156, Page 537, and corrected in real 156, Page 934; Real 159, Page 292 and Map Book 11, page 76 A & B, in the Probate Office of Shelby County, Alabama.
- (5) Agreementt(s) to Alabama Power Company as to underground cables recorded in Real 160, page 660 and covenants pertaining thereto recorded in Real 160, Page 673 in said Probate Office.
- (6) Title to all minerals within and underlying the premises, not owned by Grantor.
- (7) Right of way granted to Birmingham Water Works & Sewer Board by instrument recorded in Real 135, page 932, in said Probate Office.
- (8) Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surfaces or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 11, Page 76 A & B and real 270, Page 244, in said Probate Office.

The Property conveyed herein is not the homestead of the grantor or that of his spouse.

The Property described herein is conveyed to the Grantees "AS IS".

CLAYTON T. SWEENEY, ATTORNEY AT LAW

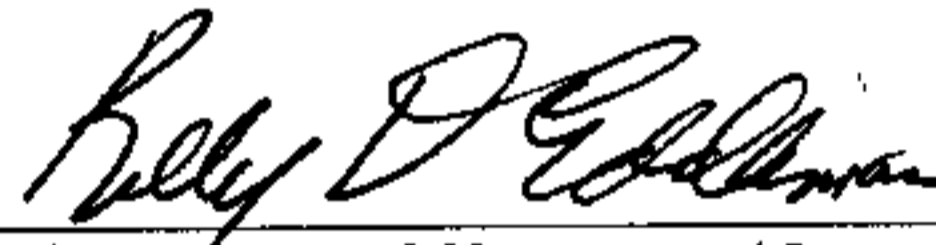
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11:02 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MEL 41.50

Inst # 1994-20826

Grantee acknowledges that Grantee has been informed by Grantor of 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 Grantees as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, the said Grantors have hereunto set its hand by its duly authorized officer(s) this 16th day of June, 1994.



Billy D. Eddleman (Grantor)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Billy D. Eddleman, a married man, whose name 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, executed the same voluntarily on the day the same bears date.


Given under my hand and office seal of office this the 16th day of June, 1994 .



Notary Public

My Commission Expires: 5-25-95


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


Richard Scott Perkins

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RICHARD SCOTT PERKINS 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 16th day of June, 1994.


Notary Public
My Commission expires: 5-29-95

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