

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

Send Tax Notice to:
Paul E. Marrs
Annie E. Marrs

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Thirty Five Thousand and No/100 Dollars (\$35,000.00) to the undersigned grantors, MEADOW BROOK HEIGHTS, an Alabama General Partnership, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said MEADOW BROOK HEIGHTS, an Alabama General Partnership, (hereinafter referred to as "Grantors") does by these presents, grant, bargain, sell and convey unto **PAUL E. MARRS and ANNIE E. MARRS**, (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 9-A, according to a Resubdivision of Lots 7, 8 and 9, Meadow Brook, 10th Sector, as recorded in Map Book 21, Page 126, in the Probate Office 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 1997, which are a lien but not due and payable until October 1, 1997.
- (2) 35 Foot building setback line reserved from Meadow Brook Road and Skylark Drive as shown by recorded plat.
- (3) Public utility easements as shown by recorded plat, including a 30 foot easement on the Southerly side and 40 feet on the Southerly side of said lot.
- (4) Restrictions, Covenants, and Conditions, as set out in instrument recorded in Real 141, Page 106, in the Probate Office of Shelby County, Alabama.
- (5) Restrictions, limitations and conditions as set out on the plat recorded in Map Book 21, Page 126, in said Probate Office.
- (6) Existing easements, restrictions, rights of way, setback lines, of record or as shown on the recorded plat.

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 rights 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

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SHELBY COUNTY JUDGE OF PROBATE
002 MCD 46.00

CLAYTON T. SWEENEY, ATTORNEY AT LAW

Inst # 1996-40450

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 19th day of November, 1996.

SELLER:

MEADOW BROOK HEIGHTS
an Alabama General Partnership

By: *Douglas D. Eddleman*
DOUGLAS D. EDDLEMAN,
Its General Partner

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as General Partner of Meadow Brook Heights, an Alabama General Partnership, 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 general partner, and with full authority, executed the same voluntarily for and as the act of said partnership.

19th Given under my hand and office seal of office this the day of November, 1996.

[Signature]
Notary Public
My Commission Expires: 5-25-99

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

Paul E. Marrs
Paul E. Marrs
Annie E. Marrs
Annie E. Marrs

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul E. Marrs and Annie E. Marrs whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 19th day of November, 1996.

Inst # 1996-40450
[Signature]
Notary Public
My Commission expires: 5-29-99
12/09/1996-40450
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