

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Theibert, Attorney
NAJJAR DENABURG, P.C.
2125 Morris Avenue
Birmingham, Alabama 35203

Value
\$9,000.00

SEND TAX NOTICE TO:
Brookland Homes, Inc.
P. O. Box 36212
Birmingham, AL 35236

GENERAL WARRANTY DEED

THE STATE OF ALABAMA)
COUNTY OF SHELBY) : KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TEN DOLLARS AND NO/100 AND OTHER GOOD AND VALUABLE CONSIDERATION DOLLARS, in hand paid to the undersigned, Amir H. Ashtarani, a married man, (hereinafter referred to as "GRANTOR"), by Brookland Homes, Inc., a corporation, (hereinafter referred to as "GRANTEE"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto GRANTEE the following described real estate, located and situated in Shelby County, Alabama, to wit:

Lot 9, 10 and 11 according to the Survey of Emerald Mountain at Meadowbrook, Sector One, as recorded in Map Book 22, Page 84 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

SUBJECT TO:

1. Ad valorem taxes for the 1997 tax year.
2. Building setback line as shown by plat.
3. Easements as shown by recorded plat.
4. Restrictions, covenants and conditions as set out in instrument recorded in Misc. Book 28, Page 232 in Probate Office.
5. Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed 134, Page 514 in Probate Office.
6. Easements to Alabama Power Company as shown by instrument recorded in Deed 316, Page 470 and Deed 316, Page 465 in Probate Office.
7. Agreement with Alabama Power Company as to underground cables recorded in Misc. Book 28, Page 272 and Real 50, Page 263 and covenants pertaining thereto recorded in Misc. Book 28, Page 277 and Real 50, Page 128 in Probate Office.
8. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 5, Page 353 in Probate Office.
9. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface 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 22, Page 84 in Probate Office; the policy will insure that any violation of this covenant will not result in forfeiture or reversion of title.

10. Restrictions, limitations and conditions as set out in Map Book 9, Page 96.
11. Public Easements as set out in Map Book 9, Page 96.
12. Less and except any portion lying Southerly of hog wire fence as shown on Map Book 9, Page 96 on Lot 11.

"NO PART OF THE REAL PROPERTY CONVEYED HEREIN CONSTITUTES THE HOMESTEAD OF THE GRANTOR, NOR THE GRANTOR'S SPOUSE".

TO HAVE AND TO HOLD to the said GRANTEE, its successors and assigns forever.

And I do for myself and for my heirs, executors, and administrators covenant with the said GRANTEE, its successors and assigns, that we are lawfully seized in fee simple of said premises; that I am free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators shall warrant and defend the same to the said GRANTEE, its successors and assigns forever, against the lawful claims of all persons.

GRANTEE understands that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations of all protective covenants and restrictions as set out hereinabove.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 20th day of May, 1997.

IN WITNESS WHEREOF, the said Brookland Homes, Inc., a corporation, as GRANTEE, by its President, Amir H. Ashtarani, who is authorized to execute this conveyance, has hereto set its signature and seal, this 20th day of May, 1997.

 (SEAL)
Amir H. Ashtarani
GRANTOR

Brookland Homes, Inc.

 (SEAL)
BY: Amir H. Ashtarani
ITS: President
GRANTEE

THE STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Amir H. Ashtarani, a married man, 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 20th day of May, 1997.



NOTARY PUBLIC
My commission expires: MY COMMISSION EXPIRES JUNE 20, 1997

THE STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Amir H. Ashtarani whose name as President, of Brookland Homes, Inc., a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 20th day of May, 1997.



NOTARY PUBLIC
My commission expires: MY COMMISSION EXPIRES JUNE 20, 1997

Inst # 1997-16177

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05/23/1997-16177
12:37 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 22.50

Inst # 1997-16177