

SEND TAX NOTICE TO:

HAROLD R. WILEY
4248 ASHINGTON DRIVE
BIRMINGHAM, ALABAMA 35242-5838
58-03-9-30-0-002-002.004

THIS INSTRUMENT PREPARED BY:
Gene W. Gray, Jr.
GENE W. GRAY, JR., P.C.
2100 SouthBridge Parkway, #638
Birmingham, Alabama 35209
(205)879-3400

WARRANTY DEED AND LIMITED POWER OF ATTORNEY

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of TWO HUNDRED SIXTY THOUSAND FIVE HUNDRED AND NO/100***** (\$260,500.00) to the undersigned Grantors in hand paid by the Grantees, whether one or more, herein, the receipt of which is hereby acknowledged, we, JIMMY WAYNE COOK AND SPOUSE, HOLLACE COOK, (herein referred to as Grantors) do grant, bargain, sell and convey unto HAROLD R. WILEY AND SPOUSE, EMILY N. WILEY (herein referred to as Grantees) as individual owner or as joint tenants, with right of survivorship, if more than one, the following described real estate, situated in the State of Alabama, County of SHELBY, to wit:

LOT 237, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, 6TH SECTOR, 2ND PHASE, AS RECORDED IN MAP BOOK 15 PAGE 50 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The property conveyed herein is subject to the exceptions as described in Exhibit "A", attached hereto and made a part hereof for all purposes.

\$208,400.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said Grantee(s), his/her/their heirs and assigns, forever; it being the intention of the parties to this conveyance, that if more than one Grantee, then to the Grantees as joint tenants with right of survivorship (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantee(s) 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.

And we do for ourselves and for our heirs, executors, and administrators covenant with said Grantee(s), his/her/their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey that same as aforesaid; that we will and my heirs, executors and administrators shall, warranty and defend the same to the said Grantee(s), his/her/their heirs, and assigns forever, against the lawful claims of all persons.

And we do by these presents make, constitute and appoint COLDWELL BANKER RELOCATION SERVICES, INC. ("Agent") and/or its authorized and designated agents or representatives, as our true and lawful agent and attorney-in-fact to do and perform for us in our name, place and stead, and for our use and benefit, to execute a standard form lien waiver and any and all documents necessary for delivery of this deed and to complete the sale of the property herein described, including but not limited to the

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HUD-1 Settlement Statement, HUD-1 Certification, Affidavit of Purchaser and Seller, AHFA Bond Forms (Seller Affidavit), Lender Assumption Statements and/or Modification Agreement, Lender Compliance Agreement, and any other documents required for said sale and conveyance. We further give and grant unto our Agent full power and authority to do and perform every act necessary and proper to be done and the exercise of any of the foregoing powers as fully as we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that our Agent shall lawfully do or cause to be don by virtue hereof. This power of Attorney shall not be governed by the laws of the State of Alabama. This power of attorney is coupled with an interest and shall remain in force and effect until delivery of this deed and the sale closed, and shall not be revoked by either of the undersigned prior to said time.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 13th day of MAY, 1997.

X Jimmy Wayne Cook
JIMMY WAYNE COOK

X Hollace Cook
HOLLACE COOK

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JIMMY WAYNE COOK AND HOLLACE COOK 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 seal this 13th day of MAY, 1997.

Joe L. Evers
Notary Public
Print Name: JOE L. EVERS
Commission Expires: 11/7/98
MUST AFFIX SEAL

(SEAL)

Instructions to Notary: This form acknowledgment cannot be changed or modified. It must remain as written to comply with Alabama law. The designation of the State and the County can be changed to conform to the place of the taking of the acknowledgment.

EXHIBIT "A"

General and special taxes or assessments for 1997 and subsequent years not yet due and payable.

Building setback line of 35 feet reserved from Ashington Drive and 50 feet reserved from centerline of swale, as shown by plat.

Easements as shown by recorded plat, including 10 feet on the Northeasterly side, and an irregular running through rear and through building setback line.

Declaration of Protective Covenants for the "Watershed Property", which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded in Real 194 page 54 in Probate Office.

Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Brook highland, as set out in instrument recorded in Real 194 page 254 in Probate Office, along with Articles of Incorporation as recorded in Real 194 page 281 and By-Laws recorded in Real 194 page 287-A in Probate Office. Along with Supplemental Protective Covenants as set out in Real 263 page 604; Real 353 page 969 and as shown by Map Book 15 page 50 A & B in said Probate Office.

A Non-Exclusive easement and agreement between Eddleman and Associates and The Water Works and Sewer Board of the City of Birmingham dated July 11, 1988, and recorded in Real 194 page 20 and Real 194 page 43 in Probate Office.

Easement and Agreements between AmSouth Bank, N. A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio and The Water Works and Sewer Board of the City of Birmingham, as set out in instrument recorded in Real 194 page 1 and Real 194 page 40 in probate Office.

Drainage Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates as set out in Real 125 page 238 dated April 14, 1987 in Probate Office.

Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987 and recorded in Real 125 page 249 and Real 199 page 18 in Probate Office

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 32 page 48 and Deed Book 127 page 140 in Probate Office.

Restrictive covenants with regard to underground transmission installation by Alabama Power Company as recorded in Real 181 page 995 in Probate Office.

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 15 page 50 A & B; Real 365 pages 600 and 603 and Real 370 page 658 in Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.

Easement(s) to Birmingham Water Works and Sewer Board as shown by instrument recorded in Real 252 page 210 in Probate Office.

Easement(s) to Alabama Power Company as shown by instrument recorded in Real 377 page 433 in Probate Office.

Agreement with Alabama Power Company as to underground cables and covenants pertaining thereto as recorded in Real 364 page 399 in Probate Office.

Subdivision restrictions shown on recorded plat in Map Book 15 page 50 A & B to provide for construction on single family residences only.

Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in, and as referenced in deed(s) recorded in Real 394 page 871 in the Probate Office.

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