

THIS INSTRUMENT PREPARED BY:
WEATHINGTON & MOORE, P.C.
819 Parkway Drive, S.E.
Leeds, Alabama 35094

4-98
Send Tax Notice To:
Michael David Hopper
1061 Ashford Lane
Birmingham, AL 35242

CORPORATION FORM WARRANTY DEED,
JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) DOLLARS to the undersigned Grantor, LEWIS INTEGRITY HOMES, INC., a corporation, (herein referred to as Grantor), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto MICHAEL DAVID HOPPER AND KELLY W. HOPPER (herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 1142, according to the Survey of Brook Highland, 11th Sector, Phase I, an Eddleman Community as recorded in Map Book 19 page 68 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO: 1. Building setback line of 35 feet reserved from Ashford Lane and Somerset Lane as shown by plat.

2. Easements as shown by recorded plat, including, a 10 foot easement on the Northwesterly side.

3. 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.

4. 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 Inst. #1993/1877, Inst. No 1995-1043 and Inst. No. 1997-34700 in Probate Office.

5. A Deed and Bill of Sale from AmSouth as Ancillary Trustee to the Water Works and Sewer Board of the City of Birmingham conveying the sanitary sewer trunkline, pipelines, force mains, gravity flow mains, etc., located under the surface of subject land, as shown by instrument recorded in Real 194 page 43; as Inst. #1994/37059; Inst. #1994/37060 and Inst. #1994/37061 along with an easement for Sanitary Sewer Liens and Water Lines as set out in Real 194 page 1 in Probate Office.

6. 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 in Probate Office.

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JUDGE OF PROBATE
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7. Agreement concerning Electric Service to NCNB/Brook Highlands and Alabama Power Company recorded in Real 306 page 119 in Probate Office.
8. Restrictions covenants and conditions as set out and contained within deeds conveyed to other parties as set out in Real 308 page 1, Real 220 page 339, as Inst. #1992/14567 and Inst. #1993/32511 in Probate Office.
9. Easement to Alabama Power Company as shown by instrument recorded in Real 207 page 380 and Real 220 pages 521 and 532 in Probate Office.
10. Restrictive covenants with regard to underground transmission installation by Alabama Power Company as recorded in Real 181 page 995 in Probate Office.
11. 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 in Probate Office.
12. Reciprocal Easement Agreement between AmSouth Bank, NA, 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.
13. 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 19 page 68 in Probate Office.
14. Subdivision restrictions as shown on recorded plat as Map Book 19 page 68, including construction of single family residences only.
15. Easement to Water Works Board of Birmingham as shown by instruments recorded as Inst. #1994/37062; Inst. #1994/47063 and Inst. #1994/36064 in Probate Office.
16. Transmission line permits to Alabama Power Company as shown by instruments recorded in Deed Book 112 page 132 and 133 in Probate Office.
17. Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions recorded in Real 307 page 950 in Probate Office.
18. Sewer line easement to D & D Water Renovates, Inc. recorded in Real 107 page 976 in Probate Office.
19. Emergency Vehicle Easement and Eagle Ridge Ltd. recorded in Real 1078 page 965 in Probate Office.
20. Release of damages, restrictions, modification, covenants, conditions, rights privileges, immunities, and limitations as applicable, as set out in and as referenced in deed recorded in Inst. No. 1997-976 in Probate Office.

\$200,000.00 of the above consideration was paid by mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion. And said Grantor does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall warrant and defend the same to the said GRANTEES, their heirs,

executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor, by its _____,
_____, who is authorized to execute this conveyance, has
hereto set its signature and seal this the 15th day of January, 1998.

LEWIS INTEGRITY HOMES, INC.

By John R. Chrus

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that
_____, whose name as _____ of LEWIS
INTEGRITY 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 15th day of January, 1998.

John W. Jordan
Notary Public

My Commission Expires:

4-23-2000

Inst # 1998-01860

01/20/1998-01860
11:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 14.50