

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

Send Tax Notice To:
LESTER C. RUTTKA
LINDA J. RUTTKA

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten Dollars and Other Good and Valuable Considerations (\$10.00) to the undersigned grantor, 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 "Grantor") does by these presents, grant, bargain, sell and convey unto **LESTER C. RUTTKA and LINDA J. RUTTKA**, (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 88-A, according to the survey of Meadow Brook, 18th Sector, Phase I, as recorded in Map Book 10 Page 26, 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 1999, which are a lien but not due and payable until October 1, 1999.
- (2) Easement for signage, said easement being recorded in Book 272, Page 901, in the Probate Office of Jefferson County, Alabama.
- (3) Public easements as shown by recorded plat.
- (4) Covenants, conditions and restrictions of record.

The Property described herein is conveyed to the Grantees "AS IS" without any representation or warranty on the part of the Grantor other than as to title.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor, its successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. Grantee acknowledges that it has made its own independent inspections and investigations of the hereinabove described land and is purchasing the Property in reliance upon such inspections and investigations thereof. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents and employees of Grantor; (ii) the officers, directors, employees and agents of general partners of Grantor or

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partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities 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 Grantor has hereunto set his hand this 18th day of May, 1999.

MEADOW BROOK HEIGHTS,
an Alabama General Partnership
By: Eddleman Properties, Inc.
Its General Partner

Douglas D. Eddleman
Douglas D. Eddleman, President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President of Eddleman Properties, Inc, an Alabama corporation, 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 behalf of the corporation on the day the same bears date.

Given under my hand and official seal of office this 18th day of May, 1999.

[Signature]
Notary Public

My Commission expires: 5/29/99

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