

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

R. Shan Paden
PADEN & PADEN
Attorneys at Law
5 Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

SEND TAX NOTICE TO:

WILLIAM L. THOMPSON, JR.
1700 WINGFIELD CIRCLE
BIRMINGHAM, AL 35242

Inst # 1999-31213

STATE OF ALABAMA)

COUNTY OF SHELBY)

07/27/1999-31213
08:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
232.00

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

WARRANTY-DEED

Know All Men by These Presents: That in consideration of THREE HUNDRED THIRTY SIX THOUSAND and 00/100 (\$336,000.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, EDWARD C. BAHR and SANDRA L. BAHR, HUSBAND AND WIFE (herein referred to as GRANTORS) do grant, bargain, sell and convey unto WILLIAM L. THOMPSON, JR. and ADRIENNE B. THOMPSON, HUSBAND AND WIFE, (herein referred to as GRANTEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 833, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, 8TH SECTOR, 2ND PHASE, AS RECORDED IN MAP BOOK 16 PAGE 96 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 1998 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 1999.
2. BUILDING SETBACK LINE OF 35 FEET RESERVED FROM WINGFIELD CIRCLE AND WINGFIELD DRIVE AS SHOWN BY PLAT.
3. EASEMENTS AS SHOWN BY RECORDED PLAT, INCLUDING AN IRREGULAR EASEMENT ALONG THE SOUTHEASTERLY CORNER OF LOT.
4. 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.
5. 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. #1992/16104 IN SAID PROBATE OFFICE.

6. 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 TRUNKLINES, PIPELINES, FORCE MAINS, GRAVITY FLOW MAINS, ETC. LOCATED UNDER THE SURFACE OF SUBJECT LAND, AS SHOWN BY INSTRUMENT RECORDED IN REAL 194 PAGE 43 IN PROBATE OFFICE, ALONG WITH AN EASEMENT FOR SANITARY SEWER LINES AND WATER LINES AS SET OUT IN REAL 194 PAGE 1 IN PROBATE OFFICE.
7. 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.
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 32 PAGE 48, DEED BOOK 121 PAGE 294 AND DEED BOOK 127 PAGE 140 IN PROBATE OFFICE.
9. RESTRICTIVE COVENANTS WITH REGARD TO UNDERGROUND TRANSMISSION INSTALLATION BY ALABAMA POWER COMPANY AS RECORDED IN REAL 181 PAGE 995, REAL 220 PAGE 521 AND REAL 220 PAGE 532 IN PROBATE OFFICE.
10. COVENANT RELEASING PREDECESSOR IN TITLE FROM ANY LIABILITY ARISING FROM SINKHOLES, LIMESTONE FORMATIONS, SOIL CONDITIONS OR ANY OTHER KNOWN OR UNKNOWN SURFACE OF SUBSURFACE CONDITIONS THAT MAY NOW OR HEREAFTER EXIST OR OCCUR OR CAUSE DAMAGE TO SUBJECT PROPERTY, AS SHOWN BY INSTRUMENT RECORDED IN MAP BOOK 16 PAGE 96 IN PROBATE OFFICE.
11. 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.
12. AGREEMENT CONCERNING ELECTRIC SERVICE TO NCNB/BROOK HIGHLANDS AND ALABAMA POWER COMPANY RECORDED IN REAL 306 PAGE 119 IN SAID PROBATE OFFICE.
13. EASEMENT FOR SANITARY SEWER LINES AND WATER LINES AS SET OUT IN INST. #1992/16102 WITH DEED AND BILL OF SALE THERETO AS INST. #1992/16103 IN PROBATE OFFICE.
14. RESTRICTIONS, COVENANTS AND CONDITIONS AS SET OUT IN MAP BOOK 16 PAGE 96.
16. 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 INST. #1992/31083 AND INST. #1992/31084 IN THE PROBATE OFFICE.

\$120,000.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD Unto 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.

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

IN WITNESS WHEREOF, the said GRANTORS, EDWARD C. BAHR and SANDRA L. BAHR, HUSBAND AND WIFE, have hereunto set his, her or their signature(s) and seal(s), this the 15th day of July, 1999.

Edward C. Bahr, acting by and through his attorney in fact, Sandra L. Bahr
EDWARD C. BAHR, ACTING BY AND THROUGH HIS ATTORNEY IN FACT, SANDRA L. BAHR

Sandra L. Bahr
SANDRA L. BAHR

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that SANDRA L. BAHR, A MARRIED PERSON, whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, she, or they executed the same voluntarily on the day the same bears date.

Given under my hand this the 15th day of July, 1999.

[Signature]
Notary Public

My commission expires: 9-29-02

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said State of Alabama at Large, hereby certify that SANDRA L. BAHR, whose name as Attorney in Fact for EDWARD C. BAHR, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the instrument, she, in her capacity as such Attorney in Fact, and with full authority executed the same voluntarily on the date the same bears date.

Given under my hand this the 15th day of July, 1999.



Notary Public

My commission expires: 9.29.02

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004 CRH 22.00