

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

Send Tax Notice to:
Highland Lakes Residential Assn., Inc.
2700 Highway 280 East
Suite 325
Birmingham, AL 35223

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

1,000.00

KNOW ALL MEN BY THESE PRESENTS, that in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, paid to the undersigned grantor, **HIGHLAND LAKES PROPERTIES, LTD., an Alabama limited partnership**, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **HIGHLAND LAKES PROPERTIES, LTD., an Alabama limited partnership**, (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto **HIGHLAND LAKES RESIDENTIAL ASSOCIATION, INC., an Alabama Corporation** (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

EXHIBIT "A" IS ATTACHED HERETO AND MADE A PART HEREOF, REFERRED TO AS "HIGHLAND PARK", CONTAINING 2.93 ACRES, MORE OR LESS.

Inst # 1999-40626

Mineral and mining rights excepted.

09/29/1999-40626
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SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 14.50

The above property is conveyed subject to:

(i) All valid and enforceable easements, covenants, conditions and restrictions of record; (ii) the lien of ad valorem and similar taxes (but not including "rollback" taxes) for 1999 and subsequent years, and (iii) all matters that would be revealed by a ~~current~~ accurate physical survey of the subject property.

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. The Grantee(s) agree(s) that he (she) (they) is (are) acquiring the Property "AS IS", without any representation or warranty on the part of Grantor other than as to title. Further, the Grantee, its successors and assigns hereby acknowledges that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. 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 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 Grantee, his heirs and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 6th day of August, 1999.

GRANTOR:

HIGHLAND LAKES PROPERTIES, LTD.
an Alabama Limited Partnership

By: Eddleman Properties, Inc.
Its General Partner

By: 
Douglas D. Eddleman,
Its 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, which is General Partner of Highland Lakes Properties, Ltd., an Alabama Limited Partnership, 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, as such officer, and with full authority, executed the same voluntarily for and as the act of said Corporation acting in its capacity as general partner of said limited partnership.

Given under my hand and official seal of office this the 6th day of August, 1999.


NOTARY PUBLIC

My Commission expires: 6-5-2003

Highland Park situated in Section 9, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly as follows:

Begin at the Southwest corner of Lot 747 in Highland Lakes 7th Sector, as recorded in Map Book 20 on Page 58 A, B, & C, in the Office of Judge of Probate, Shelby County, Alabama; thence run in a Southeasterly direction along the Southwest line of said Lot 747 for a distance of 138.75 feet to the Northwest corner of Lot 746 in said Highland Lakes 7th Sector; thence turn an angle to the right of 52 degrees, 04 minutes, 25 seconds and run in a Southerly direction along the West line of Lots 746, 745 & 744 in said Highland Lakes 7th Sector for a distance 275.21 feet to the Northwest corner of Lot 743 in said Highland Lakes 7th Sector; thence turn an angle to the right of 48 degrees, 31 minutes, 39 seconds and run in a Southwesterly direction along the Northwest lines of Lots 743, 742 & 741 in said Highland Lakes 7th Sector for a distance of 216.54 feet to the Northeast corner of Lot 740 in said Highland Lakes 7th Sector; thence turn an angle to the right of 36 degrees, 42 minutes, 44 seconds and run in a Southwesterly direction along the Northwest line of Lots 740 & 739 in said Highland Lakes 7th Sector for a distance of 195.52 feet to the Northeast corner of Lot 738 in said Highland lakes 7th Sector; thence turn an angle to the right of 39 degrees, 21 minutes, 53 seconds and run in a Northwesterly direction along the Northeast line of said Lot 738 for a distance of 93.00 feet to the Northwest corner of said Lot 738, said corner being on the Southeast right-of-way line of Highland Park Drive in said Highland Lakes 7th Sector; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Northeasterly direction along the said Southeast right-of-way line for a distance of 518.78 feet to a point on a curve to the right, having a central angle of 03 degrees, 19 minutes, 10 seconds and a radius of 863.03 feet; thence run in a Northeasterly direction along said Southeast right-of-way line and also along the arc of said curve for a distance 50.00 feet to the point of beginning. Said **Highland Park** containing 2.93 acres, more or less.

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