This Instrument was prepared by: Clayton T. Sweeney, Esquire. 2700 Highway 280 East, Suite 290E Birmingham, AL 35223 Send Tax Notice To: Eddleman Properties, Inc. 2700 Hwy. 280 E, Suite 325 Birmingham, AL 35223 2000-20790

CORRECTIVE DEED

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Ten and No/100 (\$10.00) Dollars 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, does by these presents, grant, bargain, sell and convey unto Eddleman Properties, Inc. (herein referred to as "Grantee", whether one or more) the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 10, according to the Survey of Meadow Brook, 10th Sector, as recorded in Map Book 11, Page 27 in the Office of the Judge of Probate of Shelby County, Alabama.

Mineral and mining rights excepted.

This property is conveyed subject to the following:

- 1. Ad valorem taxes for the year 1991, which are a lien but not due and payable until October 1, 1991.
- 2. Public utility easements as shown by recorded map.
- 3. 35 foot Building set back line as shown by recorded map.
- 4. Restrictions, covenants and conditions as set out in Instrument recorded in Real 141, Page 106 and as shown by Map Book 11, Page 27, in said Probate Office.

THIS DEED IS GIVEN TO CORRECT THAT CERTAIN DEED RECORDED IN BOOK 355, PAGE 170, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. THE ORIGINAL DEED WAS NOT NOTARIZED.

Grantee acknowledges that Grantee has been informed by Grantor of sinkholes and soil conditions existing in Shelby County. Grantee agrees that Grantor shall not be liable for earthquakes, underground mines, sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface condition that may now or hereafter exist or occur or cause

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damage to persons, property or buildings. Grantee does forever release Grantor from any damage arising out of the conditions of the soil and for conditions of the surface and subsurface fo the above described property, and this release shall constitute a covenant running with the land conveyed hereby, as against Grantee, and all persons, firms and corporations holding under or through Grantee.

TO HAVE AND TO HOLD to said Grantee, its successors and assigns forever.

And said Grantor does for itself, its successors and assigns covenant with the said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized partner, this _________, 2000.

SELLER:

Meadow Brook Heights, An Alabama General Partnership

Douglas D. Eddleman,

General Partner

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 General partner in Meadow Brook Heights, an Alabama General Partnership, is signed to the foregoing conveyance; and who is know to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, he, as such general partner, and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this 8

day of June

2000

Notary Public

My Commission Expires:

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