

This instrument prepared by:
John N. Randolph, Attorney
Sirote & Permutt P.C.
2311 Highland Avenue South
Birmingham, Alabama 35205

Send Tax Notice to:
Mitchell Kelley

2576 Magnolia Place
Birmingham, AL 35242

Inst # 2000-30694

WARRANTY DEED

State of Alabama

KNOW ALL MEN BY THESE PRESENTS,

Shelby County

That in consideration of **Two Hundred Twenty Thousand and 00/100 (\$220,000.00) Dollars** to the undersigned grantors in hand paid by the Grantee herein, the receipt whereof is acknowledged, we, **Eli L. Brown and wife, Cynthia Ransburg -Brown**, (herein referred to as grantors) do grant, bargain, sell and convey unto **Mitchell Kelley** (herein referred to as Grantee) the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 29, according to the Survey of The Magnolias at Brook Highland, as recorded in Map Book 13, page 102, in the Probate Office of Shelby County, Alabama.

Subject to:

1. Advalorem taxes for the current tax year which grantees herein assume and agree to pay.
2. Easements, or claims of easements, not shown by the public records.
3. 25 foot building restriction line from Magnolia Place and rear lot line as shown on recorded Map.
4. Release of damages recorded in Real Volume 368, page 249.
5. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for The Magnolia's at Brook Highland, as set out by instrument recorded in Book 263, page 551, along with Articles of Incorporation as set out by Instrument recorded in Book 263, page 578, and By -Laws related thereto as recorded in Book 263, page 586.
6. Easement to The Water Works and Sewer Board of the City of Pelham as shown by instrument recorded in Book 253, page 817.
7. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges, and immunities relating thereto, including release of damages, as recorded in Deed Book 327, page 553, and Deed Book 32, page 183.
8. Drainage easement as set out in Book 125, page 238.
9. Restrictions as shown on recorded Map.
10. Agreement regarding "Watershed Property" as shown on instrument recorded in Book 194, page 54.
11. Notice is given that the recorded subdivision map, as recorded in Map Book 13, page 102 A & B, contains on the face of same a statement pertaining to natural lime sinks.
12. Covenants, conditions, release of damages as set forth in instrument number 1992-9172.

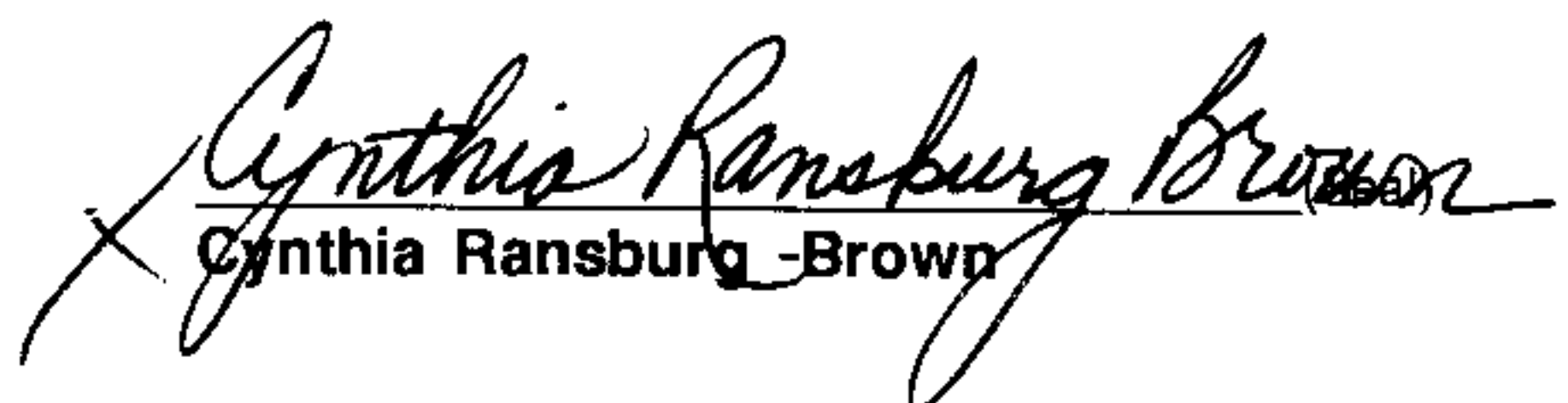
\$198,000.00 of the purchase price recited above was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said Grantee, his/her heirs and assigns forever.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 21st day of August, 2000.

X  (Seal)
Eli L. Brown

X 
Cynthia Ransburg -Brown

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eli L. Brown and wife, Cynthia Ransburg -Brown, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of August, 2000.


Notary Public
Commission Expires 5/15/2001

09/06/2000-30694
10:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MMS 28.00