This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East, Suite 160
Birmingham, Alabama 35223

Send Tax Notice to:

Eddleman Properties, Inc.

2700 Highway 280 East Suite 425

Birmingham, Alabama 35223

STATE OF ALABAMA)
COUNTY OF SHELBY)

20150716000241750 1/4 \$58.00 Shelby Cnty Judge of Probate, AL 07/16/2015 09:26:10 AM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten and No/100 Dollars (\$10.00) to the undersigned grantor, MEADOW BROOK HEIGHTS, an Alabama General Partnership, (herein referred to as "Grantor"), in hand paid by Grantees 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., an Alabama corporation, its successors and assigns, in fee simple (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 41, according to the Amended Map of Meadow Brook, 7th Sector, 2nd Phase, as recorded in Map Book 9, Page 138, in the Office of the Judge of Probate of Shelby County, Alabama.

Mineral and mining rights excepted.

Shelby County, AL 07/16/2015 State of Alabama Deed Tax:\$35.00

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2015 and all subsequent years thereafter.
- (2) Public utility easements as shown by recorded plat, including any storm or sewer easements as shown on recorded plat.
- (3) 30 foot easement along North lot line as per recorded plat.
- (4) Building and setback lines of 35 feet as recorded in Map Book 9, Page 138.
- Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 65, Page 96, in the Probate Office of Shelby County, Alabama
- (6) Easement to Alabama Power Company and South Central Bell as Deed Book 353, Page 985, in the Probate Office of Shelby County, Alabama.
- (7) Subject to covenants, conditions and restrictions (deleting therefrom, and restrictions indicating any preference, limitation, or discrimination based on race, color, religion, sex, handicap, family status or

national origin) as set forth in the document recorded in Real Book 22, Page 222, in said Probate

Office.

(10) Agreement with Alabama Power Company as to underground cables as recorded in Real Book 16,

Page 232, in said Probate Office.

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, permitees, licensees and lessees, hereby release and forever discharge Grantor and Eddleman

Properties, Inc., Eddleman Realty, LLC, and Meadow Brook Heights, an Alabama General Partnership (herein

collectively referred to as the Meadow Brook entities) their 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. Further, the Grantee, its successors and assigns hereby acknowledges that Grantor shall not be liable for and no action 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 or drainage problems in its present "AS IS" condition. 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 and

Meadow Brook entities shall mean and refer to (i) the officers, directors, agents and employees of Grantor and

the Meadow Brook entities as defined herein above, Billy D. Eddleman and Douglas D. Eddleman as

predecessors of Meadow Brook entities and any successors or assigns hereof. 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, the property above described together with all and singular the rights,

privileges, tenements, appurtenances, and improvement unto the said Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns

of such survivor, forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized general

partner this _____ day of July, 2015.

GRANTOR:

Meadow Brook Heights

an Alabama General Partnership

Douglas D. Eddleman,

Its: General Partner

Meadow Brook 7th Sector 2nd Phase

Lot 41 - Eddleman Properties, Inc.

20150716000241750 2/4 \$58.00

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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 of Meadow Brook Heights, an Alabama general 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 general partner, and with full authority, executed the same voluntarily for and as the act of said general partner.

Given under my hand and official seal of office this the _____ day of July, 2015.

NOTARY PUBLIC

My Commission expires: 6/2/2019

My Comm. Expires

June 2, 2019

Million Committee

20150716000241750 3/4 \$58.00 Shelby Cnty Judge of Probate, AL 07/16/2015 09:26:10 AM FILED/CERT

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	Meadow Brook Heights	Grantee's Name	Eddleman Properties, Inc.
	2700 Hwy. 280 E., Ste. 425		2700 Hwy. 280 E., Ste. 425
Mailing Address	Birmingham, AL 35223	Mailing Address	Birmingham, AL 35223
Property Address	5076 Meadow Brook Road Birmingham, AL 35242	Date of Sale	July 1, 2015
		Total Purchase Price	\$
		or	
		Actual Value	\$
		or	
		Assessor's Market Value	\$ 35,000.00
(check one) (Record Bill of Sale Sales Contract Closing Statemer	r actual value claimed on this form car lation of documentary evidence is not nt cument presented for recordation cont	required) ☐ Appraisal ☑ Other – Tax Assessor's Mar	ket Value
· · · · · · · · · · · · · · · · · ·		Instructions	
Grantor's name and mailing address.	mailing address - provide the name	of the person or persons conveyin	g interest to property and their current
Grantee's name and	mailing address - provide the name of	the person or persons to whom inter	est to property is being conveyed.
Property address - the property was conveyed	_	eing conveyed, if available. Date of	Sale - the date on which interest to the
Total purchase price offered for record.	- the total amount paid for the purchas	se of the property, both real and pers	sonal, being conveyed by the instrument
Actual value - if the postered for record. The	property is not being sold, the true values is may be evidenced by an appraisal of	ue of the property, both real and personducted by a licensed appraiser or	sonal, being conveyed by the instrument the assessor's current market value.
the property as deter	d and the value must be determined, mined by the local official charged with be penalized pursuant to <u>Code of Alak</u>	h the responsibility of valuing proper	alue, excluding current use valuation, of ty for property tax purposes will be used
I attest, to the best of that any false statem (h).	my knowledge and belief that the info ents claimed on this form may result in	rmation contained in this document in the imposition of the penalty indica	s true and accurate. I further understand ted in <u>Code of Alabama 1975</u> § 40-22-1
Date		Print Clayton T. Sweeney, A	\ttorney
<u> </u>			
Unattested		Sign(Grantor/Fronts	Dunar/Agant) irola ana
	(verified by)	(Grantor/Grantee/	Swner/Agent) Gircle one

