

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

Send Tax Notice to:  
Nadder J. Fawaz and Laura A. Fawaz  
245 Vineyard Lane  
Birmingham, Alabama 35242

STATE OF ALABAMA )  
COUNTY OF SHELBY)

Shelby County, AL 07/16/2015  
State of Alabama  
Deed Tax: \$58.50

### STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Fifty Eight Thousand Two Hundred Fifty and No/100 Dollars (\$58,250.00) to the undersigned grantor, EDDLEMAN PROPERTIES, INC., an Alabama corporation, (herein referred to as "Grantor"), in hand paid by Grantees named herein, the receipt of which is hereby acknowledged, the said EDDLEMAN PROPERTIES, INC., an Alabama corporation, does by these presents, grant, bargain, sell and convey unto Nadder J. Fawaz and Laura A. Fawaz, for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 41, according to the Amended Map of Meadow Brook, 7<sup>th</sup> Sector, 2<sup>nd</sup> 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.



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Shelby Cnty Judge of Probate, AL  
07/16/2015 09:26:11 AM FILED/CERT

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.
- (5) 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.

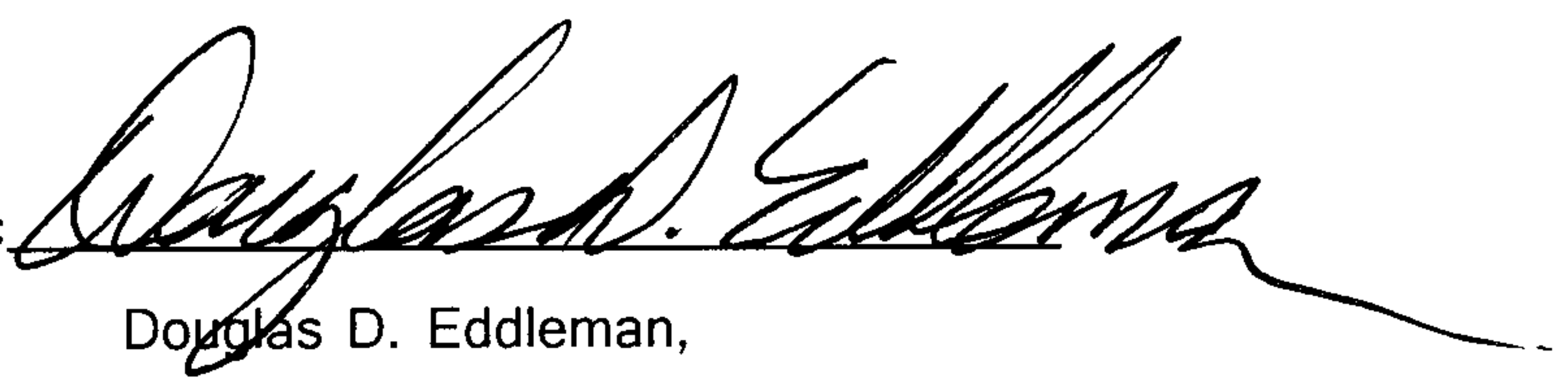
This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor and 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 officer this 1<sup>st</sup> day of July, 2015.

  
20150716000241760 2/4 \$81.50  
Shelby Cnty Judge of Probate, AL  
07/16/2015 09:26:11 AM FILED/CERT

GRANTOR:  
EDDLEMAN PROPERTIES, INC.  
an Alabama corporation

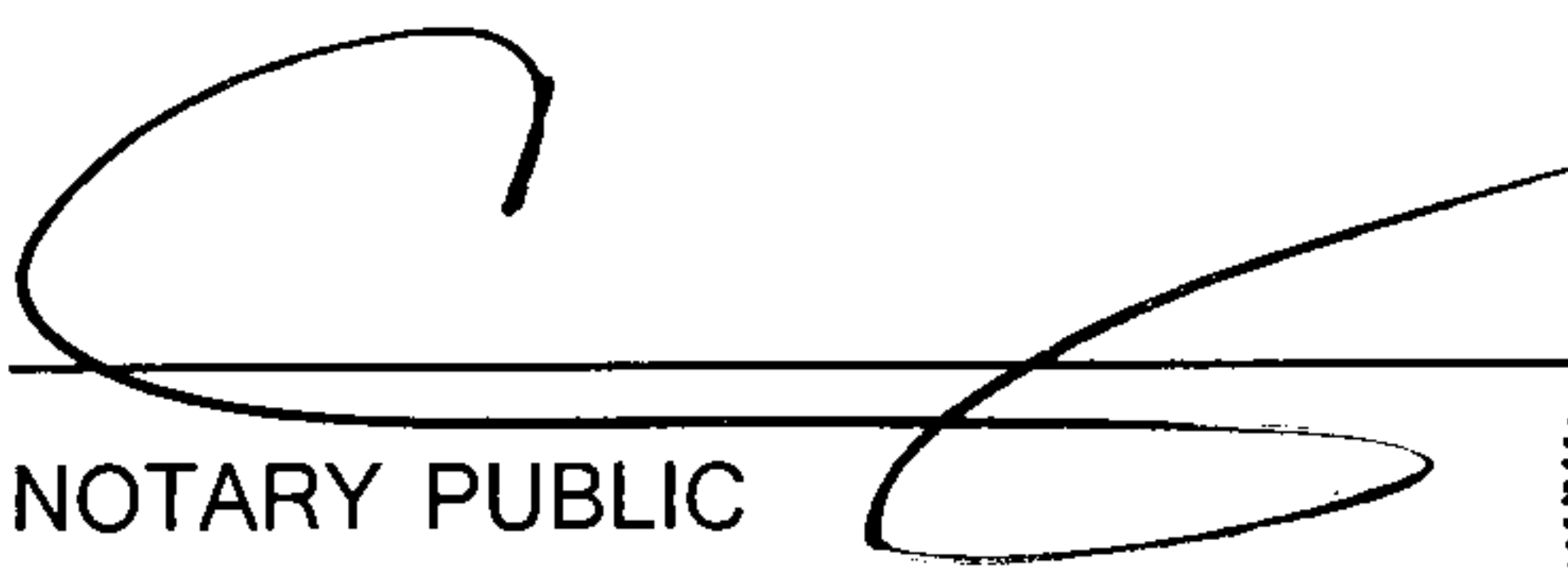
By:   
Douglas D. Eddleman,  
Its: President



STATE OF ALABAMA )  
COUNTY OF JEFFERSON)

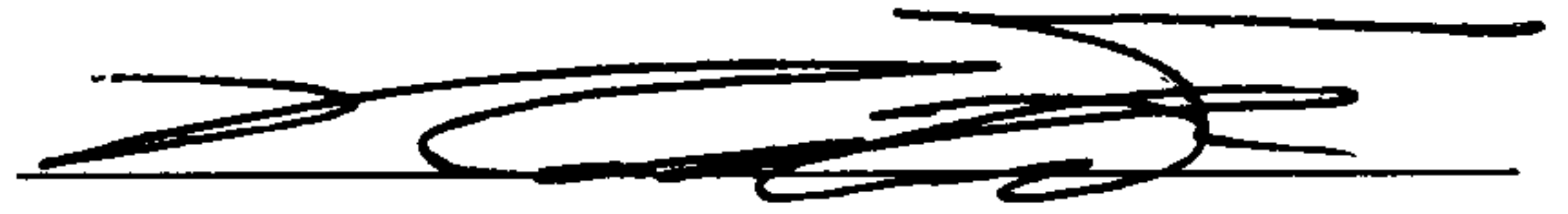
I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President of Eddleman Properties, Inc., an Alabama corporation, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed 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.

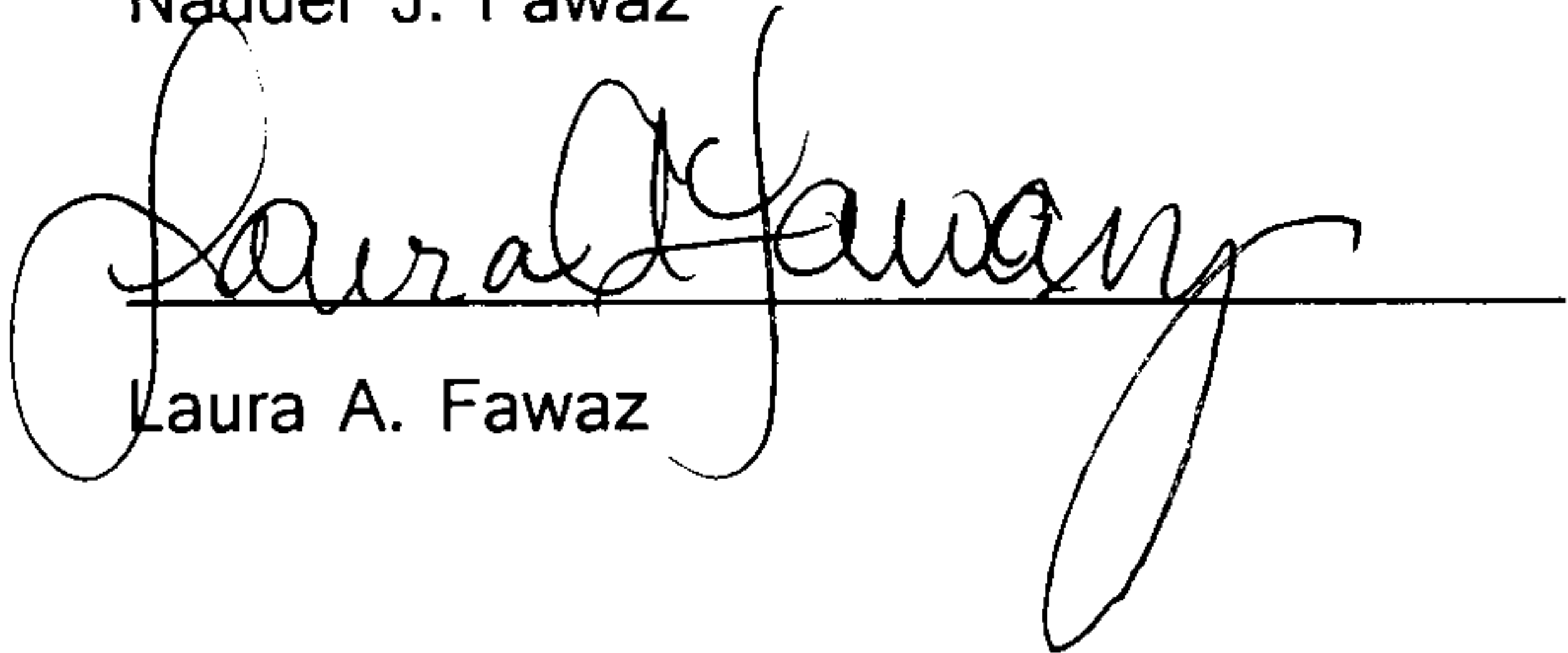
Given under my hand and official seal of office this the 15<sup>th</sup> day of July, 2015.

  
NOTARY PUBLIC  
My Commission expires: 6/2/2019



The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantees, their successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

  
Nadder J. Fawaz

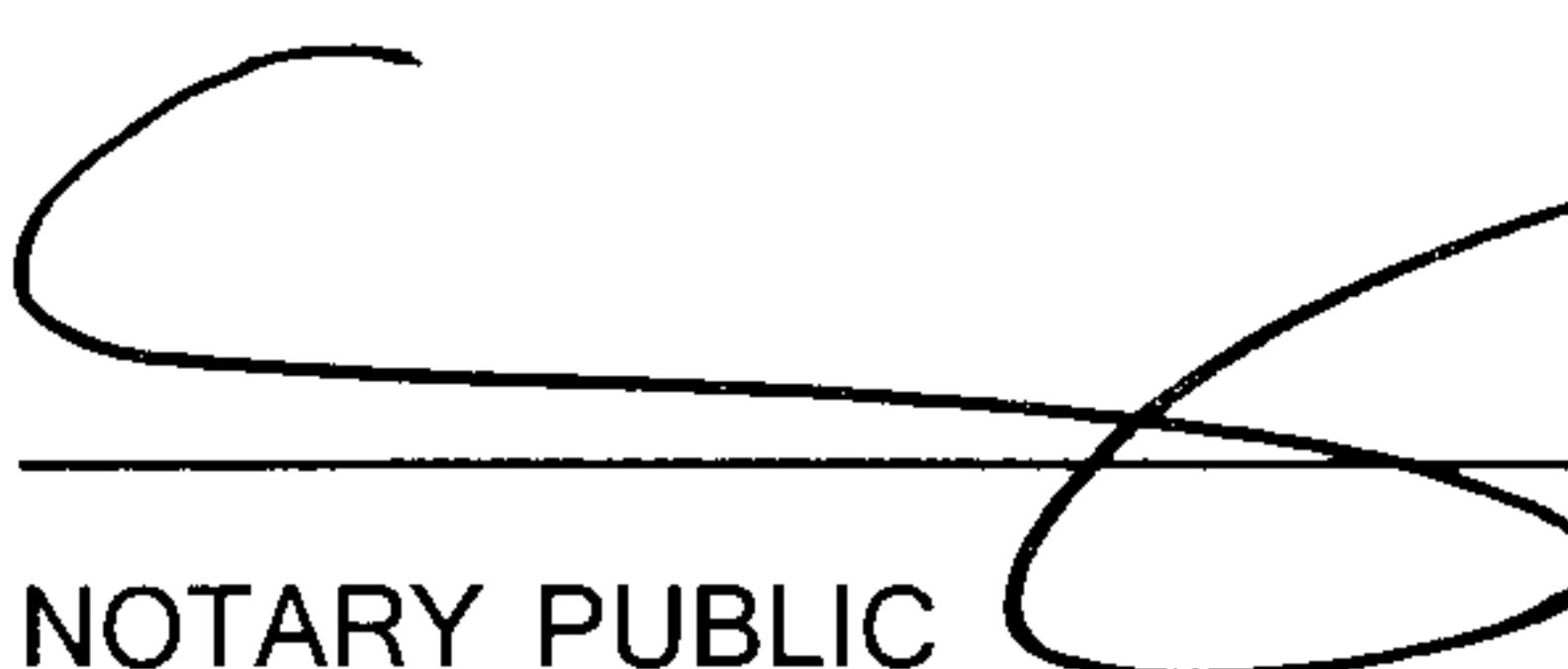
  
Laura A. Fawaz

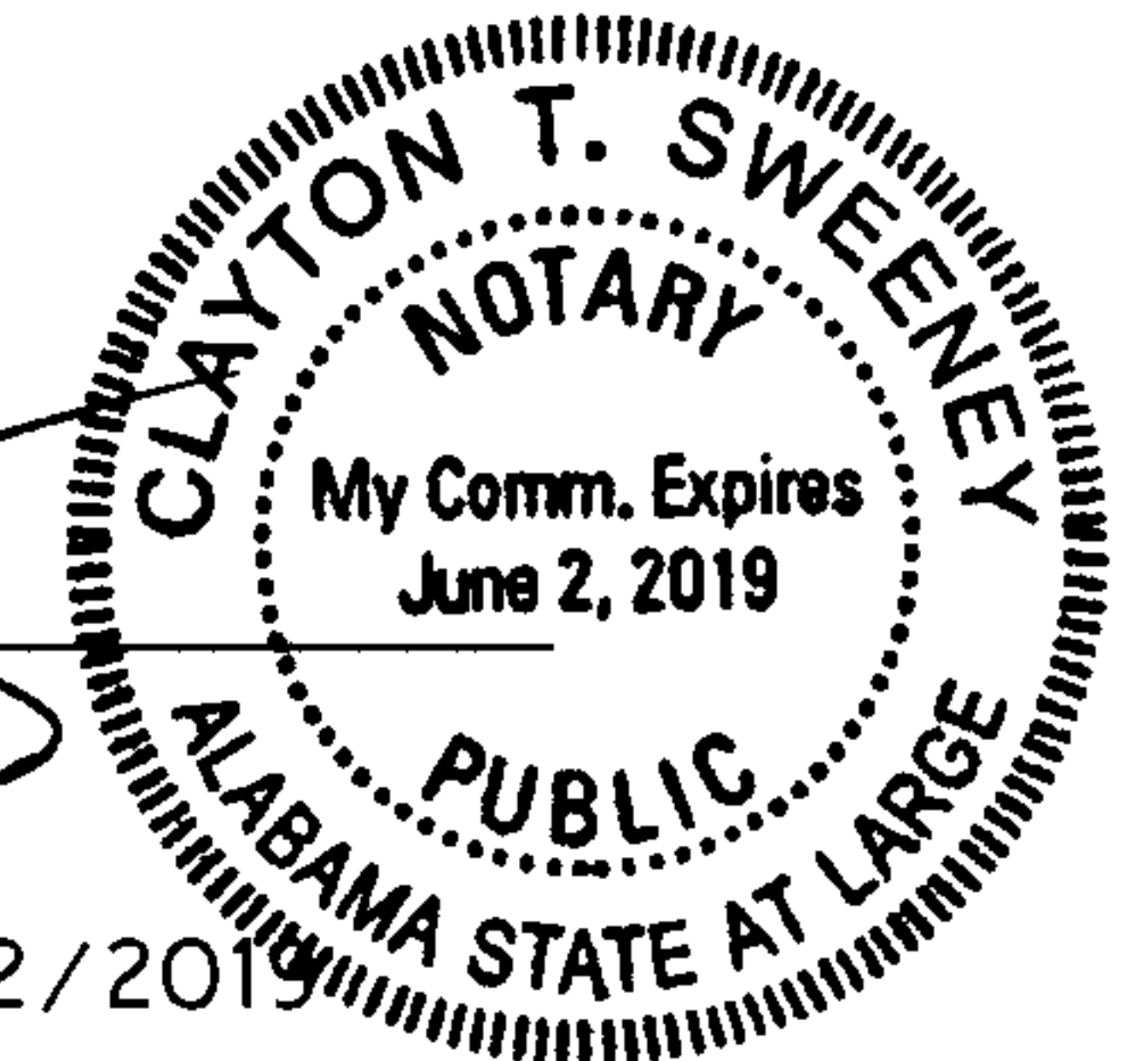
STATE OF ALABAMA )  
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Nadder J. Fawaz and wife, Laura A. Fawaz, 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 for and as their act on the day the same bears date.

Given under my hand and official seal this 15<sup>th</sup> day of July, 2015.

  
20150716000241760 3/4 \$81.50  
Shelby Cnty Judge of Probate, AL  
07/16/2015 09:26:11 AM FILED/CERT

  
NOTARY PUBLIC  
My Commission expires: 6/2/2019





# Real Estate Sales Validation Form

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

|                                                                                                                                                                                             |                                                    |                         |                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-------------------------|------------------------------------------------------------|
| Grantor's Name                                                                                                                                                                              | Eddleman Properties, Inc.                          | Grantee's Name          | Nadder J. Fawaz and<br>Laura A. Fawaz<br>245 Vineyard Lane |
| Mailing Address                                                                                                                                                                             | 2700 Hwy. 280 E., Ste. 425<br>Birmingham, AL 35223 | Mailing Address         | Birmingham, AL 35242                                       |
| Property Address                                                                                                                                                                            | 5076 Meadow Brook Road<br>Birmingham, AL 35242     | Date of Sale            | July 1, 2015                                               |
| <br>20150716000241760 4/4 \$81.50<br>Shelby Cnty Judge of Probate, AL<br>07/16/2015 09:26:11 AM FILED/CERT |                                                    | Total Purchase Price    | \$58,250.00                                                |
|                                                                                                                                                                                             |                                                    | or                      |                                                            |
|                                                                                                                                                                                             |                                                    | Actual Value            | \$                                                         |
|                                                                                                                                                                                             |                                                    | or                      |                                                            |
|                                                                                                                                                                                             |                                                    | Assessor's Market Value | \$                                                         |

The purchase price or actual value claimed on this form can be verified in the following documentary evidence:  
(check one) (Recordation of documentary evidence is not required)

- |                                                       |                                    |
|-------------------------------------------------------|------------------------------------|
| <input type="checkbox"/> Bill of Sale                 | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract               | <input type="checkbox"/> Other     |
| <input checked="" type="checkbox"/> Closing Statement | Deed                               |

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

## Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

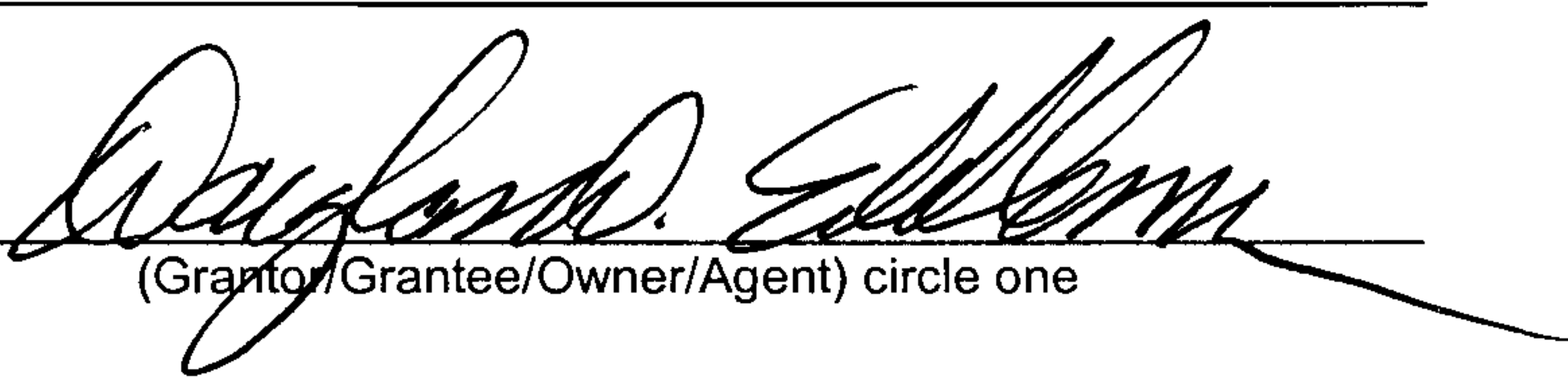
Property address - the physical address of the property being conveyed, if available. Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

|            |               |                                                                          |                                                                                       |
|------------|---------------|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Date       | _____         | Eddleman Properties, Inc.<br>By: Douglas D. Eddleman, President<br>Print | _____                                                                                 |
| Unattested | _____         | Sign                                                                     |  |
|            | (verified by) |                                                                          | (Grantor/Grantee/Owner/Agent) circle one                                              |