

STATE OF ALABAMA )  
SHELBY COUNTY )

This instrument prepared in  
the Corporate Real Estate  
Dept. of Alabama Power Co.  
Birmingham, Ala.

By *J. D. R.*

409  
KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Hundred Four Thousand and No/100 Dollars (\$104,000.00) to Alabama Power Company, a corporation, hereinafter sometimes called the "Grantor", in hand paid by Bradford D. Bittle and wife, Sarah T. Bittle, hereinafter sometimes called the "Grantees", the receipt whereof is hereby acknowledged, Alabama Power Company does hereby grant, bargain, sell and convey unto the said Bradford D. Bittle and wife, Sarah T. Bittle, as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to wit:

*de*  
*J.D.R.*  
Lot 42, Block 1, according to the Plat of Selkirk, a subdivision of Inverness, as recorded in Map Book 6 Page 163, in the Office of the Judge of Probate of Shelby County, Alabama.

BOOK 336 PAGE 841  
Alabama Power Company excepts and reserves unto itself, its successors and assigns, for a period of four (4) years from the date hereof the right and easement to collect, analyze, and publish data concerning the water heating, space heating and cooling of the house located on the lot herein conveyed, as well as data concerning all phases of the electric energy and demands of such house, together with the right of ingress and egress across said lot to and from the metering room located in the house and the right to modify, as necessary or appropriate, any wiring in the house for metering purposes. Grantor shall provide free service maintenance for four (4) years, from the date hereof, on the central heating, cooling and water heating systems (including the solar heating and solar water heating systems) presently installed in the residence located on the above described land.

Grantees agree, for themselves their heirs or assigns by the acceptance of this conveyance, not to change or allow to be changed the thermal characteristics of the house located on the lot herein conveyed to them from the manner originally constructed for a period of four (4) years from the date of this conveyance unless Grantees, their heirs or assigns are notified in writing by Alabama Power Company that its metering program with respect to this house has been terminated. In compliance with this covenant, it is agreed that no additional insulation, storm windows, or similar energy conservation devices shall be installed, nor shall there be constructed additional heated or cooled areas of such house for said four (4) year period.

NOTE: \$64,000.00 of the above recited purchase price was paid from a mortgage loan closed simultaneously herewith.

KENNETH D. WALLIS  
ATTORNEY AT LAW  
SUITE 107 COLONIAL CENTER  
1009 MONTGOMERY HWY. SO.  
VESTAVIA HILLS, AL 35216

19811216000132520 Pg 1/3 .00  
Shelby Cnty Judge of Probate, AL  
12/16/1981 00:00:00 FILED/CERTIFIED

This conveyance is made subject to any and all existing easements and rights of way for public utilities, public roads, and the facilities located thereon, and mineral and mining rights not owned by Grantor, and any and all prior rights of others which would be evident by an inspection of the property herein conveyed.

This conveyance is made subject to that certain indenture executed by Alabama Power Company to the Chemical Bank and Trust Company (now Chemical Bank), as Trustee, dated January 1, 1942, as amended and supplemented. Alabama Power Company warrants that it will within One Hundred Twenty (120) days from the date of this conveyance secure release from said indenture of the lands conveyed hereunder.

TO HAVE AND TO HOLD said property unto the said Bradford D. Bittle and wife, Sarah T. Bittle, as joint tenants with right of survivorship, forever.

IN WITNESS WHEREOF, the said Alabama Power Company has caused this conveyance to be executed by JESSE S. Vogtle, its Executive Vice President, duly authorized thereto, and attested by R. A. Bowron, its Secretary, who affixed its corporate seal hereto, being duly authorized thereto, on this the 14 day of DECEMBER, 1981.

ALABAMA POWER COMPANY

BY Jesse S. Vogtle  
Its Executive Vice President

ATTEST:

BY: R. A. Bowron  
Its Secretary

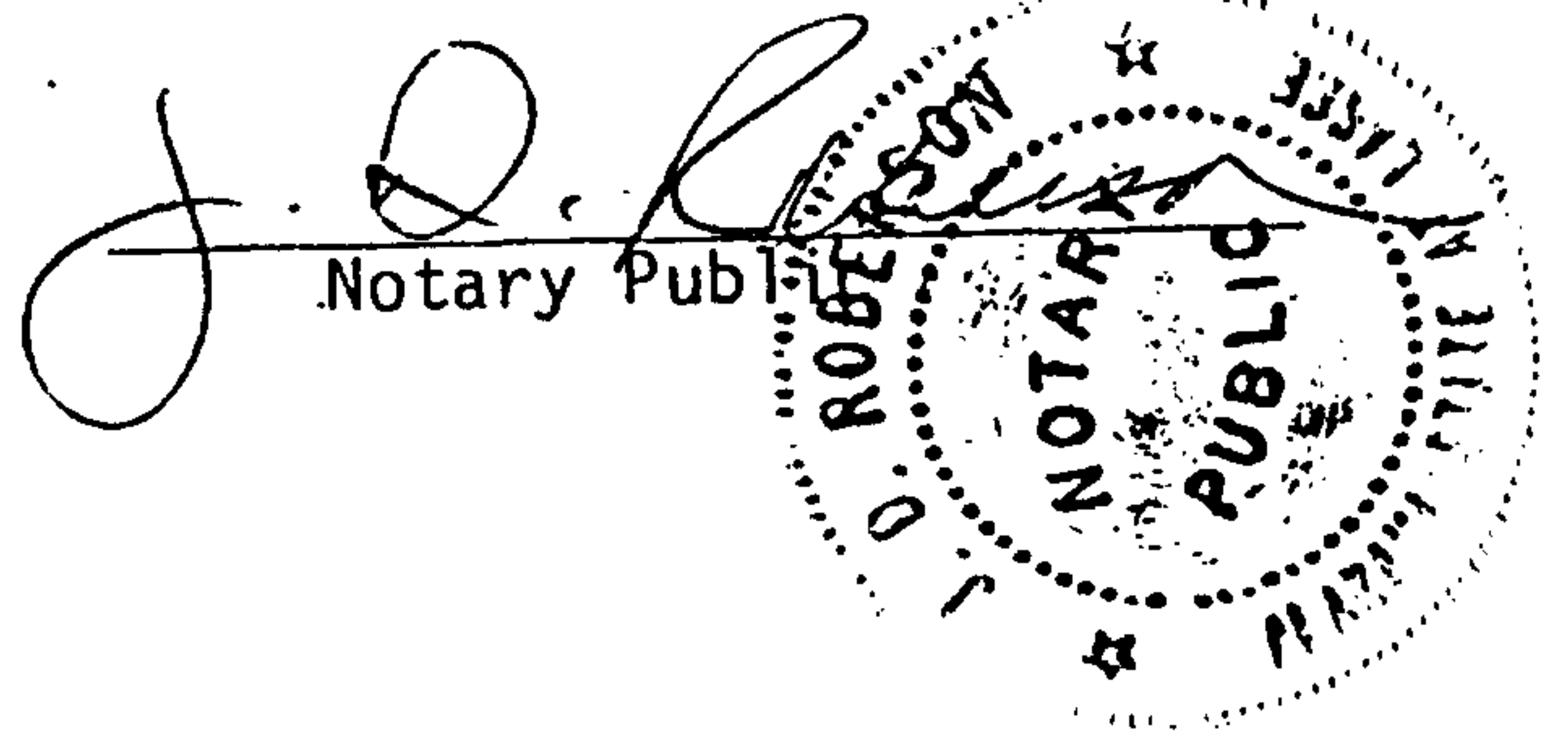
STATE OF ALABAMA )  
JEFFERSON COUNTY )

APPROVED AS TO FORM { DALCH, BIRCHAM, BAKER,  
APPROVED AS TO TERMS AND DESCRIPTION { HAWTHORNE, WILLIAMS & WARD  
By Harold Williams  
By [Signature]  
LAND MANAGEMENT MANAGER  
CORPORATE REAL ESTATE

I, J. D. Roberson, a Notary Public in and for said County, in said State, hereby certify that Jesse S. Vogtle, whose name as Executive Vice President of Alabama Power Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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, this the 17 day of

December, 1981.



BOOK 336 PAGE 843

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
See Mtg 417-358  
1981 DEC 16 AM 9:40

*Thomas R. Harrison, Jr.*  
JUDGE OF PROBATE

Deed TAX	40.00
Rec	4.50
Fund	1.00
	<hr/>
	45.50