## This form furnished by: Cahaba Title, Inc.

Eastern Office (205)833-1571 FAX 833-1577 Riverchase Office (205)988-5600 FAX 988-5905

This instrument was prepared by: (Name) (Courtney Mason & Associates, PC (Address) 100 Concourse Parkway Suite 350 Birmingham, Alabama 35244

Send Tax Notice to: Brett Clover (Name) 212 Shalimar Circle (Address)\_ Alabaster, Alabama 35007

## WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

## STATE OF ALABAMA

Shelby

KNOW ALL MEN BY THESE PRESENTS, \$97,369.00

That in consideration of NINETY SEVEN THOUSAND THREE HUNDRED SIXTY NINE AND NO/100ths DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Scotch Building & Development Company, Inc.

(herein referred to as grantors) do grant, bargain, sell and convey unto Brett Clover and wife, Colleen Clover

(herein referred to as GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, the following described real estate situated in Shelby County, Alabama to-wit:

Not 25, according to the Map of Shalimer Point, as recorded in Map Book 14, Page 105 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to existing easements, current taxes, restrictions, set-back lines, rights of way, limitations, if any, of record.

\$95,859.00 of the above recited purchase price was paid from a mortgage loan closed simultaneously herewith.

Purchaser acknowledges that Purchaser has been informed by Seller of sinkholes and soil conditions existing in Shelby County. Purchaser agrees that Seller shall not be liable for earthquakes, underground mines, sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface condition that my now or hereafter exist or occur or cause damage to persons, property or buildings. Purchaser does forever release Seller from any damages arising out of surface and subsurface of the above described property, and this release shall constitute a coverant running with the land conveyed hereby, as against Purchaser and all persons, firms and corporations holding under or through Purchasers.

> Inst # 1992-09995 8,50 OO1 MCD

TO HAVE AND TO HOLD to 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.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances,

unless otherwise noted above; that I (we) ha				
heirs, executors and administrators shall wa	rrant and defend the same to	the GRANTEE	S, their heirs and assign	is forever, against
the lawful claims of all persons.  IN WITNESS WHEREOF, <u>WE</u>	have hereunto set	DUR hand	(s) and seal(s), this	29th
day of May	, 19 <u>92</u>			
WITNESS			•	
	(Seal) Seote	h Building &	Development Com	pany, Ineseal)
	(Seal)	BY: No.	Auch	(Seal)
	Joe	A. Scotch,	Jr., Vice Presid	groft.
· · · · · · · · · · · · · · · · · · ·	(Seal)			(Seal)
STATE OF ALABAMA Shelby COUNTY	General Acknowledgm	nent		
	)		12-11613-63	i- said Canan
I, the undersigned		, a Notary Pu	olic in and for said Cou	inty, in said State,
hereby certify that Joe A. Scotch,	Jr., Vice President			
whose name <u>is</u> signed to the for		is	known to me, acknow	ledged before me
on this day, that being informed of the con	ntents of the conveyance	he	executed th	e same voluntarily
on the day the same bears date.				
Given under my hand and office		_ day of Ha	·	A.D., 19 <u>92</u>
7 t-61	COUPTNEY H. MAS			
<u> </u>	MY_COMMISSION E	XPIKES	Notary Public	
My Commission Expires:	3-5- <b>95</b>		MODELY FUOLIC	