

SEND TAX NOTICES TO:

Mark D. Byers & Dana H. Byers
5205 Colony Park Drive
Birmingham, Alabama 35243

Inst # 1993-17657

WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

This Deed is made by and between Moore Development, Inc., an Alabama corporation, hereinafter called "Grantor," and Mark D. Byers and Dana H. Byers, husband and wife, hereinafter called "Grantees".

The Grantor, for and in consideration of Thirty Three Thousand (\$33,000.00) in hand paid by the Grantees, the receipt of which is hereby acknowledged, does hereby grant, bargain, convey and sell to Grantees, joint with right of survivorship, the following described real estate located in Shelby County, Alabama to-wit:

Lot 92, according to the Map and Survey of Hickory Ridge Subdivision, as recorded in Map Book 11, Page 59, corrected and re-recorded in Map Book 11, page 79, in the Probate Office of Shelby County, Alabama, situated in Shelby County, Alabama.

SUBJECT TO:

1. Easements, conditions, restrictions, set-back lines, right-of-ways and limitations of record including those shown on the recorded survey, and also the Restrictions recorded in Real Record 153 beginning at Page 992, and amended by Amendment recorded in Real Record 262, Page 764 and Restated in Real Record 262, Pages 764 and 766, and Map Book 11, page 79, in the Probate Office of Shelby County, Alabama.
2. Grantees acknowledge that they are aware that the property within the Hickory Ridge Subdivision including lots and streets is located in an area where sinkholes have occurred, and that neither Grantor, Shelby County nor anyone affiliated with the Grantor or Shelby County make any representations that the Subdivision lots and streets are safe or are suitable for residential construction. Grantees for themselves, their successors and assigns do forever release Grantor from any damages arising out of surface or subsurface conditions of the property. This release shall constitute a covenant running with the land conveyed hereby, as against Grantees, and all persons, firms and other holding under or through Grantees.
3. Taxes for 1993 and subsequent years. 1993 taxes are a lien but not due and payable until October 1, 1993.
4. Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 139, page 140; Deed Book 316, page 465; Deed Book 326, page 126 and Real Volume 167, page 406, in said Probate Office.
5. Terms, conditions and limitations as to geological conditions as set out in that certain deed recorded in Real Volume 108, page 150, in said Probate Office.
6. Agreement in favor of Alabama Power Company as to underground residential distribution as set out in Real Volume 158, page 720; together with restrictive covenants pertaining thereto as recorded in Real Volume 158, page 723 in said Probate Office.
7. Easement to Water Works and Sewer Board of the City of Birmingham recorded

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10:02 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DUE MCD 10.00

Jefferson Title

in Real Volume 144, page 878, in said Probate Office.

8. Release of damages as set out in Real Volume 166, page 146, in said Probate Office.
9. 35 foot building line from Tamarac Trace; 15 foot easement running through center of lot in a NE and SW direction; 7.5 foot easement on East lot line and 7.5 foot and 12 foot easements abutting the front half of SW lot line.
10. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 11, page 79 in said Probate Office.

TO HAVE AND TO HOLD to the said Grantees, their successors and assigns forever.

And Grantor does for itself and its successors and assigns covenant with the said Grantees, their successors and assigns that it is lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same to the said Grantees, their successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Moore Development, Inc. has caused this conveyance to be signed by and through its President, Donald B. Moore, who is authorized to execute this conveyance, on this the 2nd day of June, 1993.

\$ 33,000.00 of the
purchase price recited above
was paid from mortgage loan
closed simultaneously
herewith.

MOORE DEVELOPMENT, INC.
an Alabama corporation

By: 

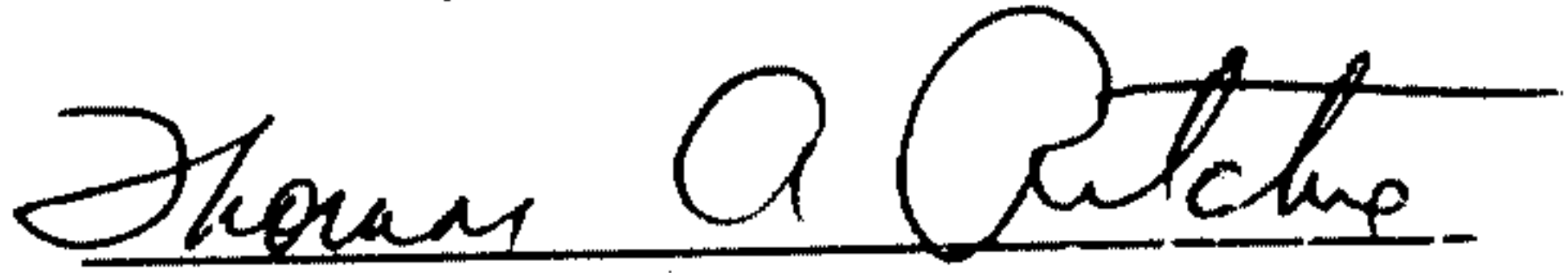
DONALD B. MOORE, its President

ACKNOWLEDGEMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald B. Moore, whose name as President of Moore Development, Inc., an Alabama 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 2nd day of June, 1993.


NOTARY PUBLIC
My Commission Expires: 1-10-96

This conveyance was prepared by: Thomas A. Ritchie, Ritchie & Rediker, P.C., Attorneys at Law, 312 North 23rd Street, Birmingham, Alabama, 35203
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SHELBY COUNTY JUDGE OF PROBATE
002 MCD 10.00