Parchast Price 72,000.00 AV

## This instrument was prepared by

(Name) Larry L. Halcomb

3512 Old Montgomery Highway

(Address) Birmingham, Alabama 35209

LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS.

That in consideration of Ten Dollars & Other Valuable Considerations

Parade Home Builders, Inc. a corporation. to the undersigned grantor, (herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto

Steven L. Hines and Leigh Ann Y. Hines

(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, together with every contingent remainder and right of reversion, the following described real estate, Shelby County, Alabama, to wit: situated in

Lot 25, according to the Survey of SOUTHLAKE, FIRST ADDITION, as recorded in Map Book 14, at Page 31, in the Office of the Judge of Probate of Shelby County, Alabama.

Minerals and mining rights excepted. Subject to taxes for 1995. Subject to items on attached Exhibit "A".

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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, together with every contingent remainder and right of reversion. And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumbrances,

that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

Moiz Fouladbaksh IN WITNESS WHEREOF, the said GRANTOR, by its President, day of October 19 94 who is authorized to execute this conveyance, has hereto set its signature and seal, this the

ATTEST:

Parade Home Builders, Inc.

ALABAMA STATE OF COUNTY OF

a Notary Public in and for said County in said The Undersigned. Moiz Fouladbaksh State, hereby certify that Parade Home Builders, Inc. President of 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,

day of

October

Given under my hand and official seal, this the

NOTARY PUBLIC STATE OF ALABAMA AT LARGE. LAV COMMISSION EXPIRES: Jan. 15, 1996.

My Commission Expires: SAV COMMINSION DATE OF THE WHITERS.

(SEAL)

- 1. Restrictions, covenants and conditions as set out in instrument recorded in Misc. Book 2, Page 298; Misc. Book 16, Page 768 and Real 257, Page 3, in said Probate Office.
- 2. Declaration of Protective Covenants of Southlake (Residential) as set out in instrument recorded in Real 160, Page 495, in said Probate Office.
- 3. Notice of Permitted Land Uses as set out in instrument recorded in Real 160, Page 492, in said Probate Office.
- 4. Public utility easements and building setback lines as shown by recorded plat.
- 5. Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 104, Page 213 in Probate Office.
- 4. Agreement regarding ownership, maintenance and use of Lake as set out in Misc. Book 7, Page 777 in the Probate Office, as to the use of the Lake Property.
- 5. Flood easement as set out in Deed Book 284, Page 881 in the Probate Office and set out on survey of Gay & Martin, Inc. dated September 13, 1989.
- 6. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known surface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Real 257, Page 3 in Probate Office.
- 7. Rights of riparian owners in and to the use of lake.
- 8. Restrictions, covenants and conditions as set out in Real 257, Page 3, including restrictions as to ingress and egress by any street than over and upon what is now dedicated and known as Southlake Parkway.
- 9. Grantors' Disclaimer of Liability for Soil, Underground Conditions, etc. Grantors make no representations or warranties concerning the condition of the Property or its suitability for construction of a residence, except to the extent expressly and specifically set forth herein. Grantee undertakes the full obligation to investigate and determine all conditions of the Property that are material to Grantee's decision to purchase. Grantee understands and agrees that Grantors shall have no liability for sinkholes, limestone formations, underground mines, or any other surface of sub-surface condition, known or unknown, that may now or hereafter exist or occur or cause damage to person, property, or buildings or be or prevent adequate support for improvements. Grantee does forever release Grantors from all damage arising out of the condition of the soil or for the condition of the surface or sub-surface of the Property, and this release shall constitute a covenant running with the land.

Inst # 1994-34209

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