

This instrument was prepared by:
Harry W. Gamble
105 Owens Parkway, Suite B
Birmingham, Alabama 35244

Send tax notice to:
136 SYDNEY LN.
CHELSEA, AL. 35043

STATE OF ALABAMA
COUNTY OF SHELBY



20090722000282300 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
07/22/2009 01:02:56 PM FILED/CERT

WARRANTY DEED

Know All Men by These Presents: That in consideration of **Seventy Five Thousand and No/100 (\$75,000.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt of which is acknowledged, I or we, **BAKER & EVANS DEVELOPMENT, INC.** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **DANNY EVANS BUILDING CO., INC.** (herein referred to as grantee), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 26, according to the Survey of Lake Wood Estates Subdivision, as recorded in Map Book 37, Page 99, in the Probate Office of Shelby County, Alabama.

Subject to:

(1) Taxes or assessments for the year 2009 and subsequent years not yet due and payable; (2) Mineral and mining rights not owned by the Grantor (3) All easements, restrictions, covenants, and rights of way of record, including but not limited to: (a) Building setback line of 50 feet reserved from all sides as shown by plat. (b) Easements as shown by recorded plat, including 15 feet drainage on the Southwesterly side and 8 feet utility on the Northwesterly side of the land. (c) Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. No. 20061025000527620 in the Probate Office. (d) Right(s) of Way(s) granted to Shelby County by instrument(s) recorded in Real 116 Page 949 in the Probate Office. (e) Right(s) of Way(s) granted to Anniston & Atlantic Railroad Company by instrument(s) recorded in Deed 13 Page 453 in the Probate Office. (f) Right(s) of Way(s) granted to CSX Railroad by instrument(s) recorded in Inst. No. 20061121000568930 in the Probate Office. (g) Rights of others to use of the Lake.

\$75,000.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

To Have And To Hold to the said grantee, its successors and assigns forever.

The grantor covenants and agrees with the grantees that it is seized of an indefeasible estate in fee simple of said property, and that the grantor has the lawful right to sell and convey the same in fee simple; that the grantor is executing this Deed in accordance with the Articles of Incorporation and Bylaws of **Baker & Evans Development Inc.**, which have not been modified or amended; that the property is free from encumbrances, and that the grantor and that its successors and assigns shall warrant and defend the same to the grantees, his, her or their heirs and assigns, against the lawful claims and demands of all persons.

thIn Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this
20 day of July, 2009.

Baker & Evans Development Inc.

By: *Brian Baker* (SEAL)
Brian Baker
Its: Vice President

By: *Danny Evans* (SEAL)
Danny Evans
Its: President

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, Harry W. Gamble, a Notary Public in said and for said County, in said State, hereby certify that **Brian Baker**, whose name as **Vice President of Baker & Evans Development Inc.** and **Danny Evans**, whose name as **President of Baker & Evans Development Inc.** 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 this conveyance, as such officer and with full authority, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20 day of JULY, 2009.

[Signature]
Notary Public

HARRY GAMBLE
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES FEB. 18, 2012