

This instrument was prepared by

(Name) Marcia L. Fuqua, Gilbert Construction Co., Inc.

2570

(Address) 1008 Montgomery Hwy., Birmingham, Alabama 35216

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR - AMERICAN TITLE INS. CO., Birmingham, Alabama

STATE OF ALABAMA

Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Twenty Two Thousand Seven Hundred Fifty and No/100-- (\$22,750.00) DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Gilbert Construction Co., Inc.

(herein referred to as grantors) do grant, bargain, sell and convey unto

E. Houston Brown and wife Virginia M. Brown

(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 situated in Shelby County, Alabama to-wit:

Lot 13, according to Third Addition, Riverchase Country Club Residential Subdivision, as recorded in Map Book 7, Page 53, in the Office of the Judge of Probate of Shelby County, Alabama.

Such land is conveyed subject to the following:

1. Taxes for 1978 and subsequent years.
2. Utility easements as shown on recorded map of said subdivision.
3. Oil, gas, petroleum and sulfur, together with all rights incident thereto, as reserved in deed from Wesley W. West, et al, to George W. Young, recorded in Deed Book 127, Page 140, in the Probate Office of Shelby County, Alabama.
4. The "Coke or Black Shale Seam of Coal" and all rights incident thereto, as conveyed in deed from Wesley W. West, et al, to Paramount Coal Co., recorded in Real Volume 92, Page 474, in the Bessemer Division of the Probate Office of Jefferson County, Alabama.
5. Agreement with Ala. Power Co. recorded in Misc. Book 25, Page 614.
6. Restrictive covenants regarding underground cables, recorded in Misc. Book 25, Page 621, in Probate Office.
7. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, or any matters not of record, which would be disclosed by an accurate survey and inspection of the premises.
8. No liability is assumed for possible unfiled mechanics' & materialmen's

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Shelby Cnty Judge of Probate, AL  
07/18/1978 12:00:00AM FILED/CERT

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 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) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s), this Fourteenth day of July, 1978.

WITNESS:

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS DEED WAS FILED

GILBERT CONSTRUCTION CO., Inc. (Seal)

By: Greg Gilbert, Vice President (Seal)

STATE OF ALABAMA  
Jefferson COUNTY

Deed 23.00  
Rec. 1.50 General Acknowledgment  
Ind. 1.00  
25.50

I, Undersigned, a Notary Public in and for said County, in said State, hereby certify that Greg Gilbert, Vice President of Gilbert Construction Co., Inc. is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, being informed of the contents of the conveyance has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of July, A. D., 1978.

Morena D. Donnelly Notary Public.

Balch, Bingham & Boker

BOOK 313 PAGE 635