THIS INSTRUMENT PREPARED BY:

James J. Odom, Jr. NAME:

620 North 22nd Street

Birmingham, Alabama 35203

CORPORATION WARRANTY DEED JOINT WITH SURVIVORSHIP

Alabama Title Co., Inc.

BIRMINGHAM, ALA.

State of Alabama

SHELBY

COUNTY:



Shelby Cnty Judge of Probate, AL 10/03/1978 12:00:00AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of

Sixty-nine Thousand and no/100 Dollars

to the undersigned grantor, Hinton Construction & Development, Inc. a corporation, in hand paid by Stephen A. Burch and Linda F. Burch, the receipt whereof is acknowledged, the said

Hinton Construction & Development, Inc.

does by these presents, grant, bargain, sell, and convey unto the said

Stephen A. Burch and Linda F. Burch

as joint tenants, with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 12, according to the survey of Wagon Trace, as recorded in Map Book 6, page 140, in the Probate Office of Shelby County, Alabama.

1) Current taxes; 2) 35 foot building line and 7.5 foot easement on north as shown by recorded map; 3) Restrictions recorded in Misc. Volume 18, page 589, and Misc. Volume 18, page 665, in the Probate Office of Shelby County, Alabama; 4) Right of way to Alabama Power Company recorded in Volume 303, page 198, in said Probate Office; 5) Mineral and mining 🛎 rights and rights incident thereto recorded in Volume 42, page 246, in said Probate Office; 🛒 6) Agreement to Alabama Power Company recorded in Misc. Volume 18, page 650, in said Probate Office.

\$61,000.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said Stephen A. Burch and Linda F. Burch as joint tenants, with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein), in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one grantee does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And said Hinton Construction & Development, Inc. does for itself, its successors

and assigns, covenant with said Stephen A. Burch and Linda F. Burch, their heirs and assigns, that it 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

Stephen A. Burch and Linda F. Burch, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, The said

HINTON CONSTRUCTION & DEVELOPMENT, INC.

has hereunto set its

signature by T. Denson Hinton its President,

who is duly authorized, and the executed the same tox be satted by the Record to the contract,

on this 29th day of September, 1978.

ATTEST:

HINTON CONSTRUCTION & DEVELOPMENT.

T. Denson Hinton. Wide President

Secretary.

ODOM, MAY & DEBUYS TTORNEYS PROFESSIONAL ASSOCIATION

P.O. BOX 2605

State of Alabama

JEFFERSON

COUNTY;

I, the undersigned

county in said state, hereby certify that

T. Denson Hinton

whose name as

President of the Hinton Construction & Development, Inc.

a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledge 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 29th

day of September, 1978.

Notaty Public

, a Notary Public in and for said

TOESTIMY THIS

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MORE OF PROBATE

Deec 8.00 Ree 3.00 Ond. 1.00

December 383-646

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