

CERPORATION WARRANTY DEED

Alabama Title Co., Inc.

BIRMINGHAM, ALA.

state of Alabama

SHELBY

COUNTY;

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of Eighty-seven Thousand and no/100 Dollars

to the undersigned grantor,

J. D. Scott Construction Company, Inc.

a corporation, in hand paid by

Kenneth E. Roberson and Janet Roberson

the receipt whereof is acknowledged, the said

J. D. Scott Construction Company, Inc.

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

Kenneth E. Roberson and Janet Roberson

is joint tenants, with right of survivorship, the following described real estate, situated in

Shelby

County, Alabama, to-wit:

Lot 26, according to the survey of Quail Run, Phase 2, as shown by plat recorded in Map Book 7, page 113, in the Probate Office of Shelby County, Alabama.

SUBJECT TO: 1) Current taxes; 2) Covenants, conditions and restrictions contained in Instrument filed January 5, 1979, which is recorded in Misc. Book 28, Page 859, in Probate Office of Shelby County, Alabama; 3) Building setback line as shown by recorded plat, being 35 feet from Quail Run Drive; 4) Transmission Line Permit to Alabama Power Company recorded in Deed Book 101, page 523, in Probate Office; 5) Agreement with River Oaks Development Company and Alabama Power Company recorded in Misc. Book 16, page 829, in Probate Office; 6) Alabama Gas Corporation right-of-way as shown by Deed Book 206, page 21, in Probate Office; 7) A five foot easement along the West side and a 10 foot easement along the south side for public utilities, sanitary sewer, storm sewer and storm ditches as shown on the record plat; 8) An 8 foot interior line setback as shown by the restrictive covenants recorded in Misc. Book 28, Page 859.

\$69,600.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said Kenneth E. Roberson and Janet Roberson is 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

J. D. Scott Construction Company, Inc.

does for itself, its successors

and assigns, covenant with said Kenneth E. Robers on and Janet Roberson, 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

Kenneth E. Roberson and Janet Roberson, their

heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, The said

J. D. Scott Construction Company, Inc. has hereunto set its signature by J. D. Scott its President, who is duly authorized, and has caused the same has be sattested by sits Secretary, on this 12th day of February, 1979.

J. D. SCOTT CONSTRUCTION COMPANY,

ATTEST:

Secretary.

J/D. Scott.

Wike President

BIRDING.

State of Alabama

JEFFERSON

COUNTY:

the undersigned county in said state, hereby certify that J. D. Scott

, a Notary Public in and for said

whose name as President of the J. D. Scott Construction Company, 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 12 th

JUDGE OF PROBATE

Dued 17.50 Sum mity. 388-236 W. 3.00