

STATE OF ALABAMA)

SHELBY COUNTY)

741

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Fifteen Thousand Five Hundred Dollars (\$15,500.00) in hand paid by Roy Martin Construction, Inc. to BIRMINGHAM TRUST NATIONAL BANK, a national banking association, (hereinafter called "Grantor"), the receipt whereof is acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said ROY MARTIN CONSTRUCTION, INC. (hereinafter called "Grantee"), the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 28, Block 1, according to the Survey of Sunny Meadows, Phase 2, as recorded in Map Book 8, Page 19, in the Probate Office of Shelby County, Alabama.

It specifically understood and agreed that the Grantor has executed this conveyance subject to the following:

- (1) Ad valorem taxes for the year 1982, which are lien but not due and payable until October 1, 1982;
- (2) Existing rights-of-way, encroachments, party walls, building restrictions, zoning, recorded and/or unrecorded easements, deficiency in quantity of ground, overlaps, overhangs, any discrepancies or conflicts in boundary lines, or any matter not of record, if any, which would be disclosed by an inspection and survey of the property;
- (3) Building set back line of 35 feet reserved from Meadow Gardens Lane, as shown by plat;
- (4) Public utility easements as shown on recorded plat, including 10 foot easement on north side of lot, and 7.5 foot easement on west side;
- (5) Restrictions, covenants, and conditions as set out in instrument recorded in Miscellaneous Book 36, Page 881, in said Probate Office;
- (6) Transmission line permit to Alabama Power Company as shown by instrument recorded in Deed Book 139, page 128; Deed Book 134, Page 514; and Deed Book 173, Page 192, all recorded in said Probate Office;
- (7) Agreement with Alabama Power Company as to underground cables, as shown in Deed Book 326, Page 126 and in Miscellaneous Book 37, Page 22, and covenants pertaining thereto, as recorded in Miscellaneous Book 37, Page 21, all recorded in said Probate Office.

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First Bank of Alabama

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.

This instrument is executed without warranty or representation of any kind on the part of the undersigned, express or implied, except that there are no liens or encumbrances outstanding against the premises conveyed which were created or suffered by the undersigned and not specifically accepted herein.

IN WITNESS WHEREOF, Birmingham Trust National Bank has caused this conveyance to be executed in its name and on its behalf by its duly authorized officer on this 22nd day of June, 1982.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
NOTARIAL INSTRUMENT WAS FILED

1982 JUN 23 AM 8:17

Receipt 15.50
Re 3.00
and 1.00
19.50

BIRMINGHAM TRUST NATIONAL BANK

BY: *Charles H. Beaud*
Its *La* Vice President

Thomas A. Shouder, Jr.
JUDGE OF PROBATE

ACKNOWLEDGEMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, Notary Public in and for said county in said state hereby certify that whose name as Vice President of the Birmingham Trust National Bank, national banking association, 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, execute the same voluntarily for and as act of said national banking association.

Given under my hand and official seal this 22nd day of June, 1982.

Julia L. Harris
Notary Public



This instrument was prepared by:
James J. Robinson, Attorney
1600 Bank for Savings Building
Birmingham, Alabama 35203

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