

STATE OF ALABAMA)

SHELBY COUNTY)

In consideration of one hundred dollars and other good and valuable considerations paid to U.S. Home Corporation, a corporation, (hereinafter called Grantor) by Awtrey Building Corporation, a corporation, (hereinafter called Grantee), the receipt of which the Grantor hereby acknowledges, the Grantor does hereby grant, bargain, sell and convey unto the Grantee the following described real estate situated in Shelby County, Alabama:

Lot 7 in Block 2 and Lot 3 in Block 3, according to the Map and Survey of Broken Bow, as recorded in the office of the Judge of Probate of Shelby County, Alabama in Map Book 7, page 145. Mineral and mining rights excepted.

This conveyance is made subject to: (1) real estate ad valorem taxes for the tax year ending September 30, 1984; (2) building set back line and easements as shown by record plat; (3) restrictions, conditions and limitations contained in the instruments recorded in Miscellaneous Volume 30, page 957; Miscellaneous Volume 44, page 151; Miscellaneous Volume 44, page 154 and Miscellaneous Volume 44, page 159 (with regard to said Lot 3); (4) restrictions, conditions and limitations contained in the instruments recorded in Miscellaneous Volume 30, page 957; Miscellaneous Volume 43, page 897; Miscellaneous Volume 43, page 900 and Miscellaneous Volume 43, page 905 (with regard to said Lot 7); (5) easements granted to Alabama Power Company by the instruments recorded in Deed Volume 124, page 561 and Deed Volume 129, page 449; (6) easements granted to South Central Bell Telephone Company by the instrument recorded in Deed Volume 320, page 916.

(When an instrument is referred to herein as recorded, it is recorded in the office of the Judge of Probate of Shelby County, Alabama).

To have and to hold to the Grantee, its successors and assigns forever.

The Grantor does for itself, and for its successors and assigns, covenant with the Grantee, its successors and assigns, that it is lawfully seized and possessed of said

SMYER, WIDDE, TAYLOR, EVANS

SANDERS & PETER

200 E. 10TH AVENUE, NORTH
BIRMINGHAM, ALABAMA 35203

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premises, that they are free from all encumbrances except as specified hereinbefore, that it has a good right to sell and convey the same as aforesaid; that it will, and its successors and assigns shall, warrant and defend the same unto the Grantee, its successors and assigns forever, against the lawful claims of all persons.

In witness whereof, U.S. Home Corporation has caused this instrument to be executed by its duly authorized corporate officer, on this 10th day of January, 1984.

Attest:

William B. Jones
Its V.P./CONTROLLER

U.S. Home Corporation

By Christopher J. Cleary
Its PRESIDENT

STATE OF GEORGIA)

DE KALB COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Christopher J. Cleary, whose name as PRESIDENT of U.S. Home Corporation, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand a seal of office this 10th day of January, 1984.

Belinda B. Martin
Notary Public

AFFIX SEAL

My commission expires:

Notary Public, Georgia, State at Large
My Commission Expires Aug. 18, 1986

This instrument prepared by:

Frank C. Galloway, Jr.
1900 First National - Southern
Natural Building
Birmingham, Alabama 35203

1984 JAN 19 AM 8:38

Deed Tax 24.00
Rec 30.00
Sub 1.00
28.00