

1163
WARRANTY DEED

STATE OF ALABAMA)

:

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the payment of Five Thousand and No/100 hundred Dollars (\$5,000.00) and the execution and delivery of a promissory note and purchase money mortgage in the principal amount of Ninety Thousand and No/100 Dollars (\$90,000.00) to the undersigned Thompson Realty Co., Inc., a corporation (herein referred to as GRANTOR), in hand paid by JOHN E. GRENIER (herein referred to as GRANTEE), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto the said GRANTEE the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot #59 according to the map of Shoal Creek Subdivision, as recorded in Map Book 6, Page 150, in the Probate Office of Shelby County, Alabama, together with and also subject to (1) all rights, privileges, duties and obligations as set out in the Declaration of Covenants, Conditions and Restrictions pertaining to said Shoal Creek Subdivision, filed for record by Grantor and the Articles of Incorporation and Bylaws of Shoal Creek Association, Inc., as recorded in Real Volume 19, Page 861, in the Probate Office of Shelby County, Alabama; (2) ad valorem taxes for the current year; (3) mineral and mining rights owned by persons other than GRANTOR; and (4) easements and restrictions set forth on the map of Shoal Creek Subdivision referred to hereinabove.

GRANTEE has previously purchased from GRANTOR Lot 58, which is contiguous to Lot 59. GRANTEE and his heirs and assigns hereby represents to GRANTOR, and that GRANTEE shall use these contiguous Lots 58 and 59 as a single Lot as contemplated in Article IV, Section 8, "Contiguous Lots," of the Declaration of May 10, 1977, "Protective Covenants of Shoal Creek," as recorded in Real Volume 19, Page 861 et seq., in the Office of the Judge of Probate, Shelby County, Alabama, as though such lots constituted a single Lot, so that, Lot 58 and 59 shall be deemed (pursuant to said Protective Covenants of Shoal Creek) to be a

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John E. Grenier
1700 - 1st St. Bldg.
Bham. AL 35203

single Lot for, among other purposes, the purpose of prohibiting subdivision of a Lot and the conveyance of a portion less than all of such Lot.

TO HAVE AND TO HOLD, To the said GRANTEE, his heirs and assigns forever.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, his heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, except those noted above, 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 GRANTEE, his heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR has caused this conveyance to be executed in its name and its corporate seal to be hereunto affixed and attested by its fully authorized officers as of the 1st day of July 1985.


Hall W. Thompson, President

ATTEST:


Lucille R. Thompson, Secretary

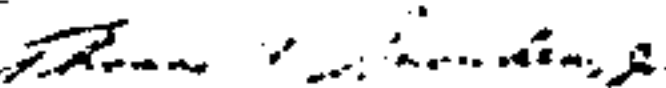
STATE OF ALABAMA, SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1985 AUG 21 AM 11:51

STATE OF ALABAMA)

COUNTY OF SHELBY)

Deed Tax 5.00
Rec. 5.00
Ind. 1.00
11.00


JUDGE OF THE STATE

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Hall W. Thompson, whose name as President of Thompson Realty Co., Inc., a corporation, 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, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 1st day of July 1985.


Candace D. Meadows, Notary Public