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1863

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This instrument was prepared by
Michael J. Romeo
900 City Federal Building
Birmingham, AL 35203

631,382.56

WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)
~~Jefferson County~~

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar and other good and valuable consideration and the exchange of Real Estate of like kind and equal value

to the undersigned grantor, in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, James T. Parsons, a married man herein referred to as grantor, grant, bargain, sell and convey unto Joe A. Scotch, Jr. and Wayne J. Scotch herein referred to as grantees, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lots 7-B and 7-C, according to a Resurvey, as recorded in Map Book 150, Page 55, in the Probate Office of Jefferson County, Alabama, and Map Book 10, Page 28, in the Probate Office of Shelby County, Alabama, of Lots 6 & 7, Cahaba Park South.

Subject to :

1. Ad Valorem Taxes due and payable October 1, 1988.
2. Rights of parties in possession.
3. Encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, or any matters not of record, which would be disclosed by an accurate survey and inspection of the premises.
4. Possible unfiled mechanics' and materialmen's liens.
5. Oil, gas and sulphur and rights relating thereto as reserved in deed recorded in Volume 3597, Page 112 (affects Jefferson County property only).
6. Restrictions and covenants contained in Covenant and Agreement recorded in Real Volume 2602, Page 506; as amended and modified by instrument recorded in Real Volume 2694, Page 853; as further amended and modified by instrument recorded in Real Volume 2756, Page 661 and Real Volume 2897, Page 702.
7. Right-of-way granted Alabama Power Company recorded in Deed Book 285, Page 802; Deed Book 347, Page 105; Real Book 67, Page 559 and Real Book 114, Page 128, in the Probate Office of Shelby County, Alabama.
8. Declaration of Protective Covenants and Agreements recorded in Real Book 37, Page 96, in the Probate Office of Shelby County, Alabama, and also recorded in Real Volume 2748, Page 334, in the Probate Office of Jefferson County, Alabama, as amended by instrument recorded in Real Book 51, Page 996, in the Probate Office of Shelby County, Alabama and Real Volume 2786, Page 829, in the Probate Office of Jefferson County, Alabama.
9. Agreement by and between Investment Southeastern, Ltd., and Kovach-Eddleman Properties and 280 Associates, Ltd., as recorded in Real Volume 2748, Page 377, in the Probate Office of Jefferson County, Alabama, and also recorded in Real Book 38, Page 71, in the Probate Office of Shelby County, Alabama.
10. Declaration of Protective Covenants and Agreements recorded in Real Book 71, Page 931, in the Probate Office of Shelby County, and Real Volume 2908, Page 337, in the Probate Office of Jefferson County, Alabama.
11. Covenant and Agreement recorded in Real Volume 2756, Page 652 and Real Volume 2897, Page 692, in the Probate Office of Jefferson County, Alabama; also recorded in Real Book 69, Page 393, in the Probate Office of Shelby

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Seated Bldg.
180 Scotch Dr.
Birmingham AL 35244

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- County, Alabama.
12. Declaration of Easements recorded in Real Volume 2908, page 331, in the Probate Office of Jefferson County, Alabama, and Real Book 71, Page 925, in the Probate Office of Shelby County, Alabama.
 13. Storm sewer easement granted to 280 Associates, Ltd. by instrument recorded in Real Book 71, Page 994, in the Probate Office of Shelby County, Alabama and in Real Volume 2923, Page 84, in the Probate Office of Jefferson County, Alabama.
 14. Sewer easement granted Cahaba Water Renovation Systems, Inc. by instrument recorded in Real Book 72, page 1, in the Probate Office of Shelby County, Alabama and in Real Volume 2923, Page 90, in the Probate Office of Jefferson County, Alabama.
 15. Sewer easement granted Kovach and Eddleman, an Alabama general partnership by instrument recorded in Real Book 73, Page 986 in the Probate Office of Shelby County, Alabama, and in Real Volume 2923, page 103, in the Probate Office of Jefferson County, Alabama.
 16. Easements as shown on recorded map.
 17. Restrictions and covenants contained in Reciprocal Easement Agreement dated August 7, 1985 and recorded in Real Book 28, Page 59, in the Probate Office of Shelby County, Alabama, and Real Volume 2748, Page 384, in the Probate Office of Jefferson County, Alabama.
 18. Restrictions appearing of record in Real Volume 2972, Page 260 in the Probate Office of Jefferson County, Alabama and Real Volume 87, Page 644, in the Probate Office of Shelby County, Alabama.
 19. Rights, reservations, terms and conditions set forth by deeds recorded in Real Volume 2983, Page 501, as corrected by Real Volume 3025, page 968 and Real Volume 3000, Page 511.
 20. Rights of tenants in possession under unrecorded leases, which leases, rents and profits have been assigned by instrument recorded in Real Volume 3067, Page 194 in the Probate Office of Jefferson County, Alabama and in Real Book 109, Page 596, in the Probate Office of Shelby County, Alabama.

The above property is not the homestead of the grantor.

Grantees herein as part of the consideration recited above assume and agree to pay that certain mortgage by DRP Company, Inc., to National Bank of Commerce of Birmingham, in the amount of ~~\$600,000.00~~ ^{\$600,000.00}, dated January 6, 1987, filed for record January 7, 1987 at 4:01 p.m., in Real Volume 3067, Page 190, in the Office of the Judge of Probate of Jefferson County, Alabama and in Real Book 109, Page 596, in the Probate Office of Shelby County, Alabama; assignment of leases, rents and profits recorded in Real Volume 3067, Page 194, in the Office of the Judge of Probate of Jefferson County, Alabama and in Real Book 109, Page 596, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hands and seals, this 9th day of March, 1988.

James T. Parsons

STATE OF ALABAMA)
SHELBY COUNTY)

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James T. Parsons

whose names is/are signed to the foregoing conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of March A.D., 19 88.

[Signature]
Notary Public

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STATE OF ALA. SHELBY CO.

88 MAR -9 PM 1:08

63150

63150
850
640.00

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

88 APR 27 PM 1:12

[Signature]
JUDGE OF PROBATE

1. Deed Tax
2. Mtg. Tax
3. Recording Fee
4. Indexing Fee

TOTAL

\$ Tax Pine Leaf Co.
7.50
1.00
8.50