Send tax notice to Lesco, Inc. P. O. Box 302 Jemison, Alabama 35085 This instrument prepared by Charles A. J. Beavers, Jr. Bradley, Arant, Rose & White 1400 Park Place Tower Birmingham, Alabama 35203

STATE OF ALABAMA

SHELBY COUNTY

2229

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## WARRANTY DEED

## KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00) in hand paid to the undersigned Gibson-Anderson-Evins, Inc., an Alabama corporation, (hereinafter referred to as "Grantor") by Lesco, Inc., an Alabama corporation, (hereinafter 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 49, according to the Survey of Saddle Run Subdivision, as recorded in Map Book 11, page 28, in the Office of the Judge of Probate of Shelby County, Alabama.

Less and except those mineral and mining rights which have been previously severed or to which Grantor does not have title, it being the intention of Grantor to hereby convey only those mineral and mining rights to which Grantor has title. Grantor makes no warranty as to the status of the title to the mineral and mining rights.

## SUBJECT TO:

Current ad valorem taxes.

- Transmission line permit to Alabama Power Company as shown by instrument recorded in Deed Book 101, page 551, and Deed Book 112, page 49, in said Probate Office.
- 3. Right-of-way granted to Shelby County by instrument recorded in Deed Book 135, page 364, in said Probate Office.
- 4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges, and immunities relating thereto, including rights conveyed in Deed Book 79, page 297, in said Probate Office.

5. Public utility easements as shown by recorded plat.

6. The rights or claims of other parties to the mineral

and mining rights.

7. Restrictive Covenants recorded in Real 144, page 124, in said Probate Office, the provisions of which the Grantee, by acceptance of this deed, agrees to be bound.

 Easements, restrictions, reservations, and rights-ofway of record.

The entire purchase price was paid from a mortgage loan closed simultaneously herewith.

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

And said Grantor does for itself, its successors and assigns, covenant with said Grantee, its successors 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 Grantee, its successors and assigns forever against the lawful claims of all persons.

I CERTIFY THIS INSTRUMENT WAS FILL.

GIBSON-ANDERSON-EVINS, INC.

88 JUN 28 AM 9: 42

JUDGE OF PROBATE

STATE OF ALABAMA
JEFFERSON COUNTY

L. S. Evins, III

Its President

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3. Security Fac 5.00

4. Helexang the <u>1.00</u>
TOTAL 23.50

I, the undersigned, a notary public in and for said county in said state, hereby certify that L. S. Evins, III, whose name as President of Gibson-Anderson-Evins, Inc., an Alabama 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 President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this / day of April, 1988.

Notary Public

My commission expires

[SEAL]