

This instrument was prepared by:
COLE CONSTRUCTION, INC.
1100 East Park Drive, Suite 400
Birmingham, AL 35235

Send Tax Notice to:
Spratlin Construction
480 Road 74
Chelsea, AL 35043

STATE OF ALABAMA)
SHELBY COUNTY)

1246

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Forty One Thousand Dollars (\$41,000.00) to the undersigned grantor, COLE CONSTRUCTION, INC., in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said Cole Construction, Inc., does by these presents, grant, bargain, sell and convey unto SPRATLIN CONSTRUCTION CO., INC., (herein referred to as "Grantee", whether one or more) the following described real estate (the "Property"), situated in Shelby County, Alabama, to-wit:

Lot 43, according to the Survey of Brook Highland, 1st Sector, as recorded in Map Book 12, Page 62 A & B, as recorded in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The above property is conveyed subject to:

- (1) Ad valorem taxes due and payable October 1, 1989.
- (2) Existing easements, conditions, restrictions, set-back lines, rights-of-way, limitations, if any, of record.
- (3) Mineral and mining rights not owned by Seller.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or sub-surface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or on-contiguous to the Property. For purposes of this paragraph the term Grantor shall mean and refer to (i) the officers, directors, employees, and agents of the Grantor; (ii) any successors or assigns of Grantor; and (iii) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through the Grantee.

\$41,000.00 of the consideration was paid from a mortgage loan closed simultaneously herewith.

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, unless otherwise 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, its successors and assigns forever, against the lawful claims of all persons.

BOOK 247 PAGE 784

Jeff Sed
2/5 NO

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized partner this 21st day of July, 1989.

ATTEST:

SELLER:

COLE CONSTRUCTION, INC.

By: Eugene K. Cole
Eugene K. Cole, President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Eugene K. Cole, whose name as President of Cole Construction, Inc., is signed to the foregoing Deed; and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said partnership, acting in its capacity as partner as aforesaid.

Given under my hand and official seal of office this 21st day of July, 1989.

Chas. M. Collins
Notary Public

My commission expires: 9-14-92

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I CERTIFY THAT
THE FOREGOING WAS
FILED

89 JUL 25 PM 6:05

JUDGE OF PROBATE

NO
1. Deed Tax \$ 1.00
2. Mtg. Tax
3. Recording Fee 500
4. Indexing Fee 300
TOTAL 900