

This instrument was prepared by:
Clayton T. Sweeney
2100 South Bridge Parkway
Suite 650
Birmingham, Alabama 35209

9347

Send Tax Notice to:
Herbert L. Auman
Mary C. Auman
320 River Haven Circle
Birmingham, AL 35244

STATE OF ALABAMA)
SHELBY COUNTY)

971

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Forty Two Thousand Five Hundred (\$42,500.00) Dollars and other good and valuable consideration to the undersigned grantor, Cole Construction, Inc., in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Herbert L. Auman and Mary C. Auman (herein referred to as "Grantee", whether one or more) as joint tenants with right of survivorship, the following described real estate (the "Property"), situated in Shelby County, Alabama, to-wit:

Lot 44, according to the survey of Brook Highland, 1st Sector, as recorded in Map Book 12, Page 62 in the office of the Judge of Probate of 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 subsurface 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 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.

TO HAVE AND TO HOLD, to the said Grantees, as joint tenants, with rights of survivorship, their heirs and assigns, forever. It being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common. And said Grantor does for itself, its successors and assigns, covenant with said Grantees, their heirs 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 Grantees, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized partner this 6th day of September, 1989.

ATTEST:

SELLER:

Cole Construction, Inc.

By: Bill Dennis

Bill Dennis
Its Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Bill Dennis, whose name as Vice 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 corporation.

Given under my hand and official seal of office this 6th day of September, 1989.

Chas. L. Henry
Notary Public

My Commission Expires: 05-25-91

\$ 42,500.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

BOOK 256 PAGE 266

STATE OF ALA. SHERIFF
I CERTIFY THIS
INSTRUMENT WAS FILED

89 SEP 13 PM 2:24

Thomas R. Samuels, Jr.
JUDGE OF PROBATE

1. Deed Tax -----	NO TAX COLLECTED
2. Mtg. Tax -----	\$
3. Recording Fee -----	\$ <u>5.00</u>
4. Indexing Fee -----	\$ <u>3.00</u>
5. No Tax Fee -----	\$ <u>1.00</u>
6. Certified Stamp Fee --	\$ <u>1.00</u>
Total -----	\$ <u>10.00</u>