

"\$32,400.00 of the recited purchase price was paid from a mortgage loan closed simultaneously herewith."

SEND TAX NOTICES TO:
E. Raughley, Jr. and
Kathy Raughley
5284 Birdsong Road
Birmingham, Alabama 35243

1367

WARRANTY DEED

STATE OF ALABAMA)
)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

This Deed is made by and between Moore Development, Inc., an Alabama corporation, hereinafter called "Grantor," and E. Raughley, Jr. and Kathy Raughley, husband and wife, hereinafter called "Grantees".

The Grantor, for and in consideration of Thirty Six Thousand and 00/100 (\$36,000.00) Dollars in hand paid by the Grantees, the receipt of which is hereby acknowledged, does hereby grant, bargain, convey and sell to Grantees as joint tenants, with right of survivorship, the following described real estate located in Shelby County, Alabama to-wit:

Lot 27, according to Amended Map of Hickory Ridge Subdivision as recorded in Map Book 11 Page 79, Probate Office, Shelby County, Alabama

SUBJECT TO:

1. Easements, conditions, restrictions, set-back lines, right-of-ways and limitations of record including those shown on the recorded survey, and also the Restrictions recorded in Real Record 153 beginning at Page 992, and amended by Amendment recorded in Real Record 262, Page 764 and Restated in Real Record 262, Page 756, in the office aforesaid.
2. Grantee acknowledges that he is aware that the property within the Hickory Ridge Subdivision including lots and streets is located in an area where sinkholes have occurred, and that neither Grantor, Shelby County nor anyone affiliated with the Grantor or Shelby County make any representations that the Subdivision lots and streets are safe or are suitable for residential construction. Grantee for himself, his successors and assigns do forever release Grantor from any damages arising out of surface or subsurface conditions of the property. This release shall constitute a covenant running with the land conveyed hereby, as against Grantee, and all persons, firms and others holding under or through Grantee.
3. Release of damages as shown in deed recorded in Real Record 108, Page 150, in Probate Office of Shelby County, Alabama.
4. 35-Foot building set back line from Loblolly Drive as shown on recorded map of said subdivision.

RITCHIE AND REDIKER

First At. Pelham

BOOK 287 PAGE 963

5. 10-foot utility easement on the Northwesterly side, and a 7.5-foot on the rear and an irregular easement within the building setback line for temporary turnaround as shown on recorded map of said subdivision.
6. Restrictive covenants as recorded in Real Record 153, Page 992, in Probate Office of Shelby County, Alabama.
7. Transmission line permits to Alabama Power Company as recorded in Deed Book 139, Page 140, Deed Book 316 page 465; Deed Book 326 page 126 in Probate Office of Shelby County, Alabama.
8. Easement to The Water Works and Sewer Board of the City of Birmingham, as recorded in Real Record 144, Page 878, in Probate Office of Shelby County, Alabama.
9. Agreement with Alabama Power Company as recorded in Real Record 158, Page 720 in Probate Office of Shelby County, Alabama.
10. Easement to Alabama Power Company as recorded in Real Record 158, Page 723 in Probate Office of Shelby County, Alabama.
11. Right of Way to Alabama Power Company as recorded in Real 50, Page 256 in the Probate Office of Shelby County, Alabama.
12. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Real 156 page 80 in Probate Office, with release of damages in Real 108 page 150.

TO HAVE AND TO HOLD to the said Grantees, their successors and assigns forever.

And Grantor does for itself and its successors and assigns covenant with the said Grantees, their 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; that it will and its successors and assigns shall warrant and defend the same to the said Grantees, their successors and assigns forever, against the lawful claims of all persons.

