This form furnished by: Cahaba Title.inc. 988-5600 711 Send Tax Notice to: This instrument was prepared by: (Name) / Courtney H. Mason, Jr. John P. Clark (Name) 5029 Little Turtle Drive 100 Concourse Parkway Suite 350 (Address)\_ (Address) \_ Birmingham, Alabama 35242 35244 Birmingham, Alabama CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR STATE OF ALABAMA KNOW ALL MEN BY THESE PRESENTS. Shelby. That in consideration of ONE HUNDRED TEN THOUSAND NINE HUNDRED AND NO/100ths--a corporation, to the undersigned grantor, Scotch Building & Development Co., Inc. (herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto John P. Clark and wife, Vickie M. Clark (herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama. Lot 11, Block 6, according to the Survey of Broken Bow, South Phase II, as recorded in Map Book 14, Rage 72 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record. \$99,820.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith. Purchaser acknowledges that Purchaser has been informed by Seller of sinkholes and soil conditions existing in Shelby County, Purchaser agrees that Seller shall not be liable for earthquakes, underground mines, sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface condition that my now or hereafter exist or cocur or cause demage to persons, property or buildings. Purchaser does forever release Seller from any demages arising out of surface and subsurface of the above described property, and this release shall constitute a covenant running with the land conveyed hereby, as against Purchaser and all persons, firms and corporations holding under or through Purchasers. 4 PINGE 186 TO HAVE AND TO HOLD, To the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumbrances, Coremainder and right of reversion. And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, 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, by it VicePresident, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 8th day of October 1990 Scotch Building & Development do., Inc. ATTEST: STATE OF ALA. SHELBY CO. By INSTRUMENT WAS FILED Secretary 90 OCT 12 PH 12: 14 STATE OF ALABAMA **COUNTY OF** She1by JUDGE OF PROBATE a Notary Public is and for said County in said the undersigned Joe A. Scotch, Jr. State, hereby certify that Scotch Building & Development Co., IN.c President of whose name as Vice a 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

26

8th day of

Given under my hand and official seal, this is

My Commission Expires Merch 10, 1991

19 **90** .