

Prepared by: Trimmer and Associates, P.C. 22 Inverness Center Parkway,  
Suite 210, Birmingham, Alabama 35242

Send Tax Notice To: Salvador M. Piazza  
3028 Little Turtle Drive, Birmingham, AL 35242

**WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

STATE OF ALABAMA)  
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of ONE HUNDRED TEN THOUSAND TWO HUNDRED SEVENTY DOLLARS AND NO/100 (\$110,270.00) to the undersigned Grantor, a corporation, in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, SCOTCH BUILDING & DEVELOPMENT CO, INC. a corporation (herein referred to as GRANTOR,) do grant, bargain, sell and convey unto, SALVADOR M. PIAZZA, A SINGLE MAN, SAM V. PIAZZA AND WIFE, ANNIE MAE PIAZZA (herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

LOT 13, BLOCK 5, ACCORDING TO THE SURVEY OF BROKEN BOW SOUTH, PHASE 2, AS RECORDED IN MAP BOOK 14, PAGE 72, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO SINKHOLES, LINSTONE FORMATIONS, SOIL CONDITIONS OR ANY OTHER KNOWN OR UNKNOWN SURFACE OR SUBSURFACE CONDITIONS THAT MAY NOW OR HEREAFTER EXIST OR OCCUR OR CAUSE DAMAGE TO CONVEYED PROPERTY OR BUILDINGS.

- (1) Subject to property taxes for the current year.
- (2) Subject to easements, restrictions, covenants and conditions, if any.
- (3) Subject to mineral and mining rights.

TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right 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 the GRANTOR does for itself and for 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; that it will, and its successors and assigns shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said corporation by its Vice President, who is authorized to execute this conveyance, has hereto set its signature and seal, this 19th day of OCTOBER, 1990.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
90 OCT 29 AM 8:58

STATE OF ALABAMA)  
COUNTY OF SHELBY)

SCOTCH BUILDING & DEVELOPMENT CO.,  
INC.

BY: [Signature] (SEAL)  
JOE A. SCOTCH, JR., VICE PRESIDENT

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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JOE A. SCOTCH, JR., whose name as VICE PRESIDENT of SCOTCH BUILDING & DEVELOPMENT CO., INC., 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 foregoing conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 19TH day of OCTOBER, 1990.

My Commission Expires:

MY COMMISSION EXPIRES NOVEMBER 22, 1991

[Signature]  
Notary Public