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Send tax notice to: Billingsley Homes, Inc. 3465 Tanglecreek Estates Drive Birmingham, Alabama 35243 This instrument prepared by: Charles A. J. Beavers, Jr. Bradley, Arant, Rose & White 1400 Park Place Tower Birmingham, Alabama 35203

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STATE OF ALABAMA

SHELBY COUNTY

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BOOK

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WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Seventeen Thousand and No/100 Dollars (\$17,000.00) in hand paid to the undersigned Gibson-Anderson-Evins, Inc., an Alabama corporation, (hereinafter referred to as "Grantor") by Billingsley Homes, Inc., an Alabama corporation (hereinafter referred to as Grantee"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does, by these presents, grant, bargain, sell, and convey unto the said Grantee the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 39, according to the Survey of Saddle Run, as recorded in Map Book 11, page 28, in the Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO:

Current ad valorem taxes.

2. 20 foot building line of as shown by recorded map.

Easement as shown by recorded map.

4. Restrictions appearing of record in Real 144, page 124, in said Probate Office, the provisions of which the Grantee, by acceptance of this deed, agrees to be bound.

5. Restrictions regarding Alabama Power Company as recorded in Real 145, page 705, in said Probate Office.

6. Agreement with Alabama Power Company as recorded in Real 145, page 712, in said Probate Office.

7. Right-of-way for Alabama Power Company as recored in Real 157, page 579, and Real 142, page 195, in said Probate Office.

8. Mineral and mining rights and rights incident thereto recorded in Volume 79, page 297, in said Probate Office.

 Easements, restrictions, reservations, rights-of-way, and conditions of record.

All of the above purchase price 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; 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.

Dirst ala. Bank P.O. 10247 B.ham al. 35282



IN WITNESS WHEREOF, the said Gibson-Anderson-Evins, Inc., by L. S. Evins, III, its President, who is authorized to execute this conveyance, has hereunto set its signature and seal on this 7th day of November, 1990.

GIBSON-ANDERSON-EVINS, INC.

Its President

STATE OF ALABAMA JEFFERSON COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that L. S. Evins, III, whose name as President of Gibson-Anderson-Evins, Inc., an Alabama 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 President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 7th day of November, 1990.

[NOTARIAL SEAL]

My commission expires //-/3-90

I CERTIFY THIS 90 NOV -9 AM 11: 52

STATE OF ALA. SHELBY Co.