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This instrument was prepared by:

(Name) First Real Estate Corp of AL
(Address) P.O. Box 9
Pelham, AL 35124

Send Tax Notice to:

(Name) Alva C. Battle
(Address) _____

CORPORATION FORM WARRANTY DEED

STATE OF ALABAMA

Shelby

COUNTY }

KNOW ALL MEN BY THESE PRESENTS,

(\$19,433.68)

That in consideration of Nineteen Thousand Four Hundred Thirty Three and 68/100----- DOLLARS

to the undersigned grantor, J.D. Scott Construction Co., Inc. a corporation

(herein referred to as GRANTOR) in hand paid by the grantee herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presentes, grant, bargain, sell and convey unto

Alva Battle, d.b.a. B&S Construction

(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in _____ County, Alabama, to-wit:

Lot 7 Indiancreek Subdivision, Phase I as recorded in Map Book 14, page 45 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.

Purchaser acknowledges that Purchaser has been informed by Seller of sinkholes and soil conditions existing in Shelby County. Purchaser agrees that Seller shall no be liable for earthquakes, underground mines, sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface condition that may now or hereafter exist or occur or cause damage to persons, property or buildings. Purchaser does forever release Seller from any damages 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.

**FULL AMOUNT OF WARRANTY DEED PAID FROM PROCEEDS OF MORTGAGE DEED
FILED SIMULTANEOUSLY**

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, his, her, or their heirs 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, his, her or their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its
authorized to execute this conveyance, hereto set its signature and seal,

President, who is

this the 28th day of January, 19 91

ATTEST:

Secretary

STATE OF ALABAMA

Shelby

County }

I, Martha Noyes

hereby certify that J.D. Scott

whose name as President of J.D. Scott Construction, 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 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 and official seal, this the 28th day of January, 19 91

First
Notary

SIGN EXPIRES MAY 1, 1991

By J.D. Scott
STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
91 FEB 11 AM 10:17
J.D. Scott
JUDGE OF PROBATE
a Notary Public in and for said County, in said State,

1. Deed Tax	President
2. Mtg. Tax	<u>2.50</u>
3. Recording Fee	<u>3.00</u>
4. Indexing Fee	<u>1.00</u>
5. No Tax Fee	<u>1.00</u>
6. Certified Fee	<u>1.00</u>
Total	<u>7.50</u>

Martha Noyes