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This instrument was prepared by:

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

1619
Send Tax Notice to:

(Name) _____
(Address) _____

CORPORATION FORM WARRANTY DEED

STATE OF ALABAMA

Shelby

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Eighteen thousand nine hundred fourty two and 50/100 (\$18,942.50) 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 Shelby County, Alabama, to-wit:

Lot 11, according to the survey of Indian Creek Phase II, Sector II, as recorded in Map Book 14, Page 89 in the Probate Office of Shelby County, Alabama.

Mineral and Mining rights excepted.

Subject to easements and restrictions 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 not 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 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

1. Deed Tax **NO TAX COLLECTED**
2. Mig. Tax _____
3. Recording Fee \$ 3.50
4. Indexing Fee \$ 3.50
5. Notary Fee \$ 1.00
6. Other Fees \$ 1.00
Total \$ 7.50

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 7th day of February, 19 91

ATTEST:

STATE OF ALA. SHELBY COUNTY
I CERTIFY THIS
SECRETARY INSTRUMENT WAS FILED

J.D. Scott
By J.D. Scott President

STATE OF ALABAMA

Shelby

County

91 FEB 26 AM 11:01

JUDGE OF PROBATE

I, Rebecca W. Tatum

a Notary Public in and for said County, in said State,

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 7th day of February, 19 91

My Commission Expires Feb. 21, 1994

Rebecca W. Tatum
Notary Public