

This form furnished by:

**Cahaba Title, Inc.**

Eastern Office  
(205) 833-1571  
FAX 833-1577

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(205) 988-5600  
FAX 988-5905

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) Ray Bailey Construction Co., Inc.  
(Address) 109 INDIAN CREEK DRIVE  
PELHAM, AL. 35124

**CORPORATION FORM WARRANTY DEED**

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Eighteen Thousand Nine Hundred and 00/100 (\$18,900.00)-----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 presents, grant, bargain, sell and convey unto

Ray Bailey Construction Company, Inc.

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

Lot 5, according to the Survey of Indiancreek, Phase II, Sector II, as recorded in Map Book 14 page 89 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to existing easements, restrictions, set-back lines, right 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 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 persons, firms and corporations holding under or through Purchasers.

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

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, his, her, or their heirs, devisees, executor or assigns, or 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 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 27th day of March, 19 91

ATTEST Tax \$19.00  
2. Mfg. Tax \$  
3. Recording Fee \$2.50  
4. Indexing Fee \$2.00  
5. No Tax Fee \$  
6. Certified Fee \$1.00  
Total \$25.50

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

91 MAR 29 PM 1:15

STATE OF ALABAMA

SHELBY

County }

JUDGE OF PROBATE

I, Ferman Samuel Patterson, Jr.

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)(she), 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 27th day of March, 19 91

MY COMMISSION EXPIRES SEPTEMBER 1991