Eastern Office (205) 833-1571

Riverchase Office (205) 988-5600

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This instrument was prepared by:
(Name) Mason & Fitzpatrick, P.C., (Address) 100 Concourse Parkway Suite 350 Birmingham, Alabama 35244

Send Tax Notice to: (Name) Stephen L. DeBoalt (Address) 128 Indian Creek Drive Pelham, Alabama 35124

CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

Shelby

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED AND NO/100ths-----

a corporation. to the undersigned grantor, Nelson Builders, Inc. (herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Stephen L. DeBoalt and wife, Brenda B. DeBoalt

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama.

Lot 6, according to the Survey of Indiancreek, Phase I, as recorded in Map Book 14, Page 45 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Building setback line of 30 feet reserved from Indiancreek Drive as shown by plat.

Public utility easements as shown by recorded plat, including a 10 feet easement on the rear and a 40 feet

environmental buffer strip on the Northerly rear side of lot.

Restrictions, covenants and conditions as set out in instrument recorded in Real 292 Page 669 in Probate

Transmission line permit to Alabama Power Company as shown by instrument recorded in Deed Book 121 page 41 in

Easement to City of Pelham as shown by instrument recorded in Lis Pendens Book 6 page 326 in Probate Office Easement to Alabama Power Company and South Central Bell as shown by instrument recorded in Real 311 Page 716 in Probate Office.

Rights of riparian owners in and to the use of Indiancreek.

Obvenant releasing predecessor in title from any liability arising from sinkholes, limestone formetions, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 14 Page 45 in Probabe Office; the policy will insure that any violation of this covenant will not result in a forfeiture or

Release of damages as set out in instrument recorded in Real 320 page 896 in Probabe Office.

1991 taxes which are not yet due and payable

\$107,000.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, To the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion. And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that 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 GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by it Vice President, who is authorized to execute this conveyance, has hereto set its signature and seal, this the ^{2nd} day of April 1991

ATTEST:

336race 76C

B00K

STATE OF ALA. SHELBY CO. I CERTIFY THIS NSTRUMENT WAS FWayne Nelson, Viceresident

Nelson Builders, Inc.

Secretary

STATE OF ALABAMA Shelby **COUNTY OF**

91 APR -4 AM 10: 10 JUDGE OF PROBATE

a Notary Public is and for said County in said

the undersigned Wayne Nelson State, hereby certify that Nelson Builders, 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,

Gi er my hand and official seal, this is 2nd

Nature Public

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