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**Cahaba Title, Inc.**

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This instrument was prepared by:

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

Send Tax Notice to:

(Name) \_\_\_\_\_  
(Address) \_\_\_\_\_

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

STATE OF ALABAMA

Shelby

COUNTY }

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Nineteen Thousand Eight Hundred Fourteen and 25/100 (\$19,814.25) Dollars to the undersigned grantor, J.D. Scott Construction Co., Inc. a corporation, (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

Ray Bailey Construction Co., Inc.

(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; TO-WIT:

Lot 5 Phase II, Sector I, Indiancreek Subdivision as recorded in Map Book 318, page 253 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 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.

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

BOOK 340 PAGE 341  
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 President, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 22 day of April 1991

ATTEST:

Secretary

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED

91 APR 29 AM 10:32

By

*J. D. Scott*

President

President	Deed Tax
1	2.50
2	2.50
3	2.50
4	2.50
5	2.50
6	2.50
Total	15.00

STATE OF ALABAMA  
COUNTY OF SHELBY

I, Rebecca W. Tatum  
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,

a Notary Public is and for said County in said

Given under my hand and official seal, this is 22 day of

April

19 91

My Commission Expires Feb. 21, 1994

*Rebecca W. Tatum*  
Notary Public