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Cahaba Title, Inc.

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This instrument was prepared by:

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

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 and NO/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

Ray Bailey Construction, Inc.

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

Lot 7, Cedar Cove, according to the survey of Cedar Cove Phase IV, as recorded in Map Boox 15, Page 28, in the Probate Office of Shelby County, Alabama.

Subject to covenants, restrictions, easements and rights-of-way of record in the Probate Office of Shelby County, Alabama; also subject to mineral and mining rights not owned by grantor; also subject to real property taxes for the year 1991 which are a lien on the property but not yet due and payable.

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.

\$18,900.00 of the above recited purchase price was paid from a Mortgage loan closed simultaneously herewith.

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 June, 19 91

ATTEST: **NO TAX COLLECTED**

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

By J.D. Scott President

STATE OF ALABAMA

Shelby

County }

91 JUN 17 AM 11:29

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 June, 19 91

Rebecca W. Tatum

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with H.T. Dault