

This form furnished by: **Cahaba Title, Inc.** 988-5600

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

Send Tax Notice to:  
(Name) Mr. Benjamin P. Kay  
(Address) 121 Pebble Drive  
Alabaster, Alabama 35007

**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 NINETY TWO THOUSAND SIX HUNDRED & NO/100ths (\$92,600.00) DOLLARS.

to the undersigned grantor, Scotch Building & Development Company, 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  
Benjamin P. Kay and wife, G. Ann Kay

(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 22, according to the Survey of Shalimar Point, as recorded in Map 14 page 105 in the  
Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to existing easements, current taxes, restrictions, set-back lines, rights of way,  
limitations, if any, of record.

\$83,300.00 of the above-recited purchase price was paid from a mortgage loan, closed  
simultaneously herewith.

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.

1. Deed Tax	\$ 9.50
2. Mtg. Tax	\$ 0.00
3. Recording Fee	\$ 2.50
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$ 0.00
6. Certified Fee	\$ 1.00
Total	\$ 16.00

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 its Vice President, Joe A. Scotch, Jr.  
who is authorized to execute this conveyance, has hereto set its signature and seal, this the 10th day of January 19 92.

ATTEST:

Scotch Building & Development Company, Inc.

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

Secretary

By

VICE-

President

Joe A. Scotch, Jr.

92 JAN 21 PM 12:00

STATE OF ALABAMA

COUNTY OF SHELBY

JUDGE OF PROBATE

I, the undersigned a Notary Public in and for said County in said  
State, hereby certify that Joe A. Scotch, Jr.  
whose name as VICE President of Scotch Building & Development Company, 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 10th day of January

19 92

RICHARD D. MINK  
MY COMMISSION EXPIRES  
10/22/93