

SEND TAX NOTICES TO:

Ray Bailey Construction Co., Inc.

c/o First Rea

P. O. Box 9

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

This Deed is made by and between Moore Development, Inc., an Alabama corporation, hereinafter called "Grantor," and Ray Bailey Construction Co., Inc., an Alabama corporation, hereinafter called "Grantee".

The Grantor, for and in consideration of Thirty Two Thousand Nine Hundred Dollars (\$32,900.00) in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, convey and sell to Grantee the following described real estate located in Shelby County, Alabama to-wit:

Shelby County, Alabama to wit:

All of the above-recited purchase price was paid from a mortgage loan closed
ously Lots 110 and 111, according to the Amended Map of Hickory
Ridge Subdivision as recorded in Map Book 11, page 79, in the
Probate Office of Shelby County, Alabama; being situated in
Shelby County, Alabama.

[illegible]

1. Easements, conditions, restrictions, set-back lines, right-of-ways and limitations of record including those shown on the recorded survey, and also the Restrictions recorded in Real Record 153 beginning at Page 992, and amended by Amendment recorded in Real Record 262, Page 764 and Restated in Real Record 262, Page 766, in the Probate Office of Shelby County, Alabama.
2. Grantee acknowledges that he is aware that the property within the Hickory Ridge Subdivision including lots and streets is located in an area where sinkholes have occurred, and that neither Grantor, Shelby County nor anyone affiliated with the Grantor or Shelby County make any representations that the Subdivision lots and streets are safe or are suitable for residential construction. Grantee for itself, its successors and assigns does forever release Grantor from any damages arising out of surface or subsurface conditions of the property. This release shall constitute a covenant running with the land conveyed hereby, as against Grantee, and all persons, firms and others holding under or through Grantee.
3. Building setback line of 35 feet reserved from Tamarac Trace and Hickory Ridge Drive (Lot 110) as shown by plat.
4. Building setback line of 35 feet reserved from Hickory Ridge Drive (Lot 111) as shown by plat.
5. Public utility easements as shown by recorded plat, including 15 foot drainage easement through lot as shown per plat (Lot 110).
6. Public utility easements as shown by recorded plat, including 15 foot drainage easement through lot as shown per plat and 7.5 feet and irregular on Easterly side (Lot 111).

7. Transmission Line Permit(s) as shown by instrument(s) recorded in Deed Book 139, page 140 and Deed Book 316, page 465 and Deed Book 326, page 126 in said Probate Office.
8. Right-of-Way(s) granted to Alabama Power Company by instrument(s) recorded in Real 167, page 406 in said Probate Office.
9. Easement(s) to Water Works Board of Birmingham as shown by instrument recorded in Real 144, page 878 in said Probate Office.
10. Agreement with Alabama Power Company as to underground cables recorded in Real 158, page 720 and covenants pertaining thereto recorded in Real 158, page 723 in said Probate Office.
11. Release of damages as set out in instrument recorded in Real 108, page 150 in said Probate Office.
12. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, 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 11, page 79 in said Probate Office.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

And Grantor does for itself and its successors and assigns covenant with the said Grantee, its successors and assigns that it is lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Moore Development, Inc. has caused this conveyance to be signed by and through its President, Donald B. Moore, who is authorized to execute this conveyance, on this the 28th day of May, 1992.

MOORE DEVELOPMENT, INC.
an Alabama corporation

By: 

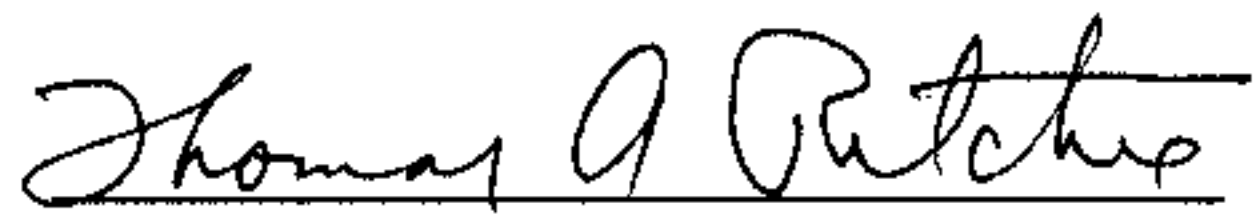
Donald B. Moore, its President

ACKNOWLEDGEMENT

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald B. Moore, whose name as President of Moore Development, Inc., an Alabama 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 28 day of May, 1992.


NOTARY PUBLIC

My Commission Expires:

1-10-96

Inst # 1992-10006

06/03/1992-10006
09:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HCD 11.50

This conveyance was prepared by: Thomas A. Ritchie, Ritchie & Rediker, P.C. Attorneys at Law, 312 North 23rd Street, Birmingham, Alabama, 35203.