

SEND TAX NOTICES TO:  
Ray Bailey Const. Co., Inc.  
P. O. Box 9  
Pelham, Alabama 35124

Inst # 1890-10407

04/15/1993-10407  
02:33 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NCD 10.00

WARRANTY DEED

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 Const. Co., Inc., an Alabama corporation, hereinafter called "Grantee".

The Grantor, for and in consideration of Fifty Five Thousand Dollars (\$55,000.00) 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:

Lot 89A, according to a Resurvey of Lots 21, 22, 53-55, 58-63, and 86-89 of Amended Map of Hickory Ridge as recorded in Map Book 13, page 147 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lot 123, according to 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.

SUBJECT TO:

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 it 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 other holding under or through Grantee.
3. Taxes for 1993 and subsequent years. 1993 taxes are a lien but not due and payable until October 1, 1993.
4. Building setback line of 35 feet reserved from Hickory Ridge Drive as to both lots as shown by plat.
5. Public utility easements as shown by recorded plat, including 7.5 feet on the rear side and Northwesterly side of lot as to Lot 89-A and 7.5 feet and irregular on the Northerly side of lot as to Lot 123.

F.A.

6. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 139, page 140; Deed 316, page 465 and Deed 326, page 126 in said Probate Office.
7. Right(s)-of-Way(s) granted to Alabama Power Company by instrument(s) recorded in Real 167, page 406 in said Probate Office.
8. Easement(s) to Water Works and Sewer Board as shown by instrument recorded in Real 144, page 878 in said Probate Office.
9. 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.
10. Mineral and mining rights as set out in Real 249, page 427 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 12<sup>th</sup> day of April, 1993.

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 12 day of April, 1993.  
"\$55,000.00 of the above recited purchase price was paid from a Mortgage loan closed simultaneously herewith."

  
NOTARY PUBLIC  
My Commission Expires: 1-10-96

This conveyance was prepared by: Thomas A. Ritchie, Ritchie & Rediker, P.C., Attorneys at Law, 312 North 23rd Street, Birmingham, Alabama, 35203. 1993-10407

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