

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

Inst # 1993-14340

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

The Grantor, for and in consideration of Twenty Seven Thousand Dollars (\$27,000.00) 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 61A, according to a Resurvey of Lots 21, 22, 53-55, 58-63, & 86-89 of the amended map of Hickory Ridge, as recorded in Map Book 13, page 147, in the Probate Office of 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, Pages 764 and 766, and Map Book 11, page 79, 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 Cedarshed Cove as shown by plat.
5. Public utility easements as shown by recorded plat, including 7.5 feet on the Southeasterly and Southerly sides and irregular on the Westerly side of lot.
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. Easements(s) to Water Works Board of Birmingham as shown by instrument recorded in Real 144, page 878 in said Probate Office.

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09:43 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DUE MCD 10.00

F. A.

9. Agreement with Alabama Power Company as to underground cables in Real 158, page 720 and covenants pertaining thereto recorded in Real 158, page 723 in said Probate Office.
10. Release of damages as set out in instrument recorded in Real 108, page 150, in said Probate Office.
11. Agreement in regard to Alabama Power Company as set out in Real 167, page 406, 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 17 day of May, 1993.

MOORE DEVELOPMENT, INC.
an Alabama corporation

By: [Signature]
DONALD B. MOORE, its President

**All of the above recited purchase price was paid from a mortgage loan closed simultaneously herewith.

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 17 day of May, 1993.

[Signature]
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, 35203-14340

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09:43 AM CERTIFIED
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