

Inst # 1994-06180

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was  
prepared by:

SEND TAX NOTICE TO:

R. Shan Paden  
PADEN & HARRIS  
Attorneys at Law  
100 Concourse Parkway, Suite 130  
Birmingham, Alabama 35244

UNITED HOMEBUILDERS, INC.  
P.O. BOX 575  
HELENA, AL 35080

STATE OF ALABAMA)

COUNTY OF SHELBY)

02/24/1994-06180  
02:51 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 12.00

### WARRANTY DEED

**Know All Men by These Presents:** That in consideration of TWENTY FOUR THOUSAND THREE HUNDRED NINETEEN and 90/100 DOLLARS (\$24,319.90) to the undersigned grantor, HAYNIE AND SON HOMEBUILDERS, INC. a corporation, in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto UNITED HOMEBUILDERS, INC., CORPORATION, (herein referred to as GRANTEE) the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 13, ACCORDING TO THE SURVEY OF HEATHER RIDGE, AS RECORDED IN MAP BOOK 17, PAGE 22, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

#### SUBJECT TO:

1. Subject to taxes for the year beginning October 1, 1993, which constitute a lien, but are not yet due and payable until October 1, 1994.
2. Restrictions appearing of record in Instrument #1993-08779, and as shown on recorded map.
3. Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 225, Page 224.
4. Right of Way to Colonial Pipeline Company in Deed Book 220, Page 505 and Deed book 268, Page 817.
5. Oil, gas and mineral lease in Deed Book 326, Page 951.
6. Easements and building line as shown on recorded map.
7. Requirement concerning Health Department regulations as set out on recorded map.
8. Terms, agreements, and right of way Alabama Power Company, as recorded in Instrument 1994-01191.

**TO HAVE AND TO HOLD** Unto the said GRANTEE, its successors and assigns, forever.

And said GRANTOR does for itself, 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 they are free from all encumbrances, unless otherwise noted above; 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, its successors and assigns forever, against the lawful claims of all persons.

\$24,319.90 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

*Jefferson Title*

IN WITNESS WHEREOF, the said GRANTOR, HAYNIE AND SON HOMEBUILDERS, INC., CORPORATION, by its PRESIDENT, FRANK HAYNIE who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 17th day of February, 1994.

HAYNIE AND SON HOMEBUILDERS, INC.

By: Frank Haynie  
FRANK HAYNIE

STATE OF ALABAMA)

COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that FRANK HAYNIE, whose name as PRESIDENT of HAYNIE AND SON HOMEBUILDERS, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 17<sup>th</sup> day of February, 1994.

Robert D. [Signature]  
Notary Public

My commission expires: 7/16/94

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