

This instrument was prepared by

Courtney Mason & Associates PC  
100 Concourse Parkway Suite 350  
Birmingham, Alabama 35244

03/31/1994-10446  
08:54 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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 ONE HUNDRED FIFTEEN THOUSAND & NO/100---- (\$115,000.00) DOLLARS to the undersigned grantor, Scotch Building and Development Co., Inc. a corporation, (herein referred to as the 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 Claude E. Patrick and wife, Charlene D. Patrick (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 and right of reversion, the following described real estate, situated in Shelby County, Alabama:

Lot 8, Block 13, according to the Survey of Broken Bow South, as recorded in Map Book 11 page 82 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

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

\$109,000.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

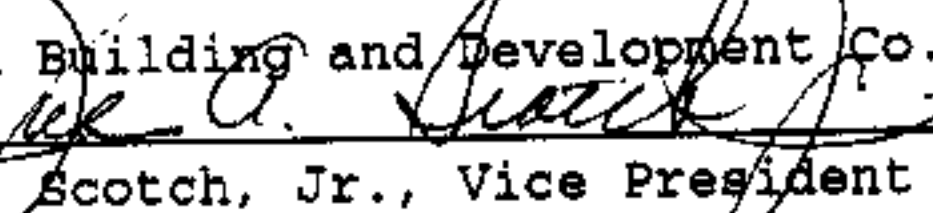
GRANTEES' ADDRESS: 4905 Little Turtle Drive, Birmingham, Alabama 35242

Purchasers 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.

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 it 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, hereto set its signature and seal, this the 29th day of March, 1994.

Scotch Building and Development Co., Inc.  
By:   
Joe A. Scotch, Jr., Vice President

State of Alabama ) County of Shelby )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joe A. Scotch whose name as Vice President of Scotch Building and Development Co., 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 full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND THIS THE 29TH DAY OF MARCH, 1994.

My Commission Expires:

3/5/95

  
Notary Public

COURTNEY H. MASON, JR.  
MY COMMISSION EXPIRES  
3-5-95

Inst # 1994-10446