

This instrument was prepared by

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

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 SEVENTY SEVEN THOUSAND TWO HUNDRED FIFTY & NO/100---- (\$177,250.00) 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 Patrick J. Spray and wife, Natalie S. Spray (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:

Inst # 1994-32747

Lot 6, according to the Survey of Woodland, as recorded in Map Book 16 page 82 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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

\$147,250.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

GRANTEES' ADDRESS: 2321 Woodland Circle Birmingham, Alabama 35242

Purchaser 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 cause damage to person, property or buildings. Purchaser does forever release Seller from any damages arising out of the condition of the soil and for conditions of the surface or subsurface of the above described property, and this release shall constitute a covenant running with the land conveyed hereby, as against Seller, and all person, firms and corporations holding under or through Seller.

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 28th day of October, 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, Jr., whose name as Vice President of the 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 with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND THIS THE 28th DAY OF October, 1994.

My Commission Expires:

3/5/95

Notary Public

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

11/02/1994-32747
01:17 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCB 38.50