

This instrument was prepared by:  
Clayton T. Sweeney, Esquire  
2700 Highway 280 East  
Suite 290E  
Birmingham, AL 35223

Send Tax Notice To:  
Joe A. Scotch, III and  
Renee H. Scotch  
5012 Little Turtle Drive  
Birmingham, AL 35242

Inst # 1995-10790

STATE OF ALABAMA)  
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Twenty-Four Thousand and No/100 Dollars (\$24,000.00) to the undersigned grantor, **BILLY D. EDDLEMAN**, a married man, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **BILLY D. EDDLEMAN**, a married man, (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto **JOE A. SCOTCH, III and RENEE H. SCOTCH**, (hereinafter referred to as "Grantees"), as joint tenants with right of survivorship, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 20, according to the survey of Meadow Brook, 5th Sector, 3rd Phase, as recorded in Map Book 10 page 27 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

The above property is conveyed subject to:

- (1) Ad valorem taxes due and payable for the year of 1995, which are a lien but not due and payable until October 1, 1995.
- (2) Building setback line of 35 feet reserved from Keswick Circle as shown by plat.
- (3) Public easements as shown by recorded plat, including 10 feet on the Southeasterly, 30 feet on the Southerly and 30 feet on the Southwesterly sides of lot.
- (4) Restrictions, covenants and conditions as set out in instrument(s) recorded in Real 87 page 690 and Real 89 page 983 in Probate Office.
- (5) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Real 84 page 190 in Probate Office.
- (6) Agreement with Alabama Power Company as to underground cables recorded in Real 89 page 980 in Probate Office.
- (7) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 65 page 96 in Probate Office.
- (8) Restrictions, limitations and conditions as set out in Map Book 10 page 27 A & B.

The Property conveyed herein is not the homestead of the grantor or that of his spouse.

All of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The Property described herein is conveyed to the Grantees "AS IS".

04/26/1995 10790  
08:22 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 14.50

CLAYTON T. SWEENEY, ATTORNEY AT LAW

Grantee acknowledges that Grantee has been informed by Grantor of sinkholes and soil conditions existing in Shelby County. Grantee agrees that Grantor 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 building. Grantee does forever release Grantor from any damage arising out of the conditions of the soil and for conditions of the surface and subsurface of the above described property, and this release shall constitute a covenant running with the land conveyed hereby, as against Grantee, and all persons, firms and corporations holding under or through Grantee.

**TO HAVE AND TO HOLD** to the said Grantees as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

**IN WITNESS WHEREOF**, the said Grantor has hereunto set his hand this 6th day of ~~March~~ <sup>XXXXXX</sup> April, 1995.

  
**BILLY D. EDDLEMAN** (Grantor)

**STATE OF ALABAMA        )**  
**COUNTY OF JEFFERSON    )**

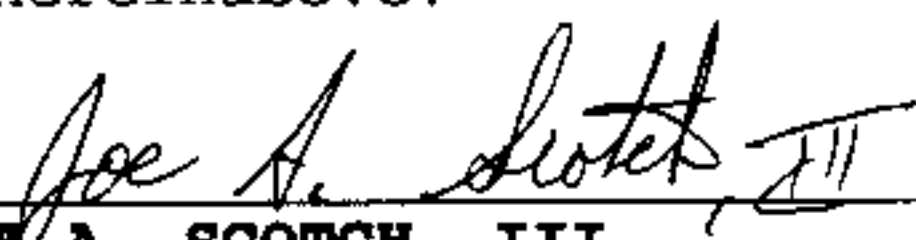
I, the undersigned, a Notary Public in and for said County in said State hereby certify that Billy D. Eddleman, a married man, whose name is signed to the foregoing Deed; and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 6th day of ~~March~~ <sup>XXXXXX</sup> April, 1995.

  
Notary Public

My Commission expires: 5/29/95

The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove.

  
JOE A. SCOTCH, III

  
RENEE H. SCOTCH

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joey Scotch, III and Renee H. Scotch, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 6th  
day of ~~March~~, 1995.  
April,

  
Notary Public

My Commission expires: 5/29/95

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