

This instrument was prepared by

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

Inst # 1995-12903

05/17/1995-12903  
09:31 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MCD 45.50

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 EIGHTY FOUR THOUSAND & NO/100----  
(\$184,000.00) 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 Mark A. Mutz and  
wife, Robin E. Mutz (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 4, 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.

\$147,200.00 of the above-recited purchase price was paid from a mortgage loan  
closed simultaneously herewith.

GRANTEES' ADDRESS: 2313 Woodland Circle 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.

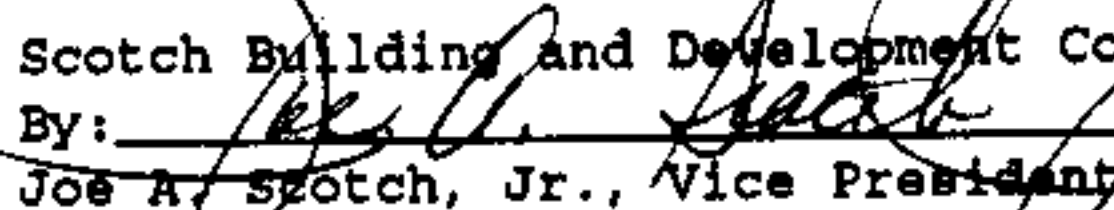
TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon  
the death of either of them, then to the survivor of them in fee simple, and to  
the heirs and assigns of such survivor forever, together with every contingent  
remainder and right of reversion.

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 12th day of May, 1995.

STATE OF ALABAMA

COUNTY OF SHELBY COUNTY

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

I, Courtney H. Mason, Jr., a Notary Public in and for said County, in said state,  
hereby certify that Joe A. Scotch, Jr. whose name as the Vice President of Scotch  
Building and Development, 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 and official seal, this the 12th day of May, 1995

COURTNEY H. MASON, JR.  
MY COMMISSION EXPIRES  
3/5/99

Notary Public

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