This instrument was prepared by

Courtney Mason & Associates PC 1904 Indian Lake Drive, Ste 100 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 SIXTY EIGHT THOUSAND NINE HUNDRED & NO/100----(\$68,900.00) DOLLARS to the undersigned grantor, Calvin Reid Construction 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 Bruce R. Hoadley and wife, Cynthia L. Hoadley (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 right of reversion, the following described real estate, situated in Shelby County, Alabama:

Lot 3533, according to the Survey of Riverchase Country Club, 35th Addition, as recorded in Map Book 16 page 113 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.

GRANTEES' ADDRESS: QUAG Sweetgur Live, Duninghon, AL 35.344

GRANTORS RIGHT TO CONSTRUCT RESIDENCE FOR GRANTEE AND OPTION TO REPURCHASE PROPERTY: As part of the consideration running to Grantor from Grantes, Grantee agrees within 3 years from the date hereof to enter into a construction contract with Grantor under which Grantor will construct a residence on the Property in accordance with plans and specifications to be submitted by Grantes ("Construction Contract") should Grantee and Grantor fail to enter into a Construction Contract prior to the end of a 3 year period from the date hereof, Grantor shall have the right for a period of 1 year from the end of such 3 year period to repurchase the Property at the original purchase price; provided, however, that Grantor agrees that at any time during the period of 3 years from date, Grantor will, at Grantee's request, consent to a sale of the Property by Grantee provided that Grantee's transferree accepts the terms of this paragraph and simultaneously enters into a Construction Contract with Grantor. This covenant to enter into a Construction Contract is intended to, and shall, run with the land. Grantor reserves the right, without notice to any purchaser or lot owner in Riverchase, 35th Addition, to change or waive the requirement for a Construction Contract with Grantor, and neither the reservation of this right nor the exercise thereof shall impair Grantor's ability to enforce upon other owners and purchasers in Riverchase, 35th Addition, provisions which are the same or similar to those in this Paragraph.

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.

1996-04515 IN WITHERS WHEREOF, the said GRANTOR by its President, Dennis C. Reid, who is authorized to execute this conveyance, hereto set its signature and seal, this the 9th day of February, 1996.

Dennistc. Reid, President

02/12/1996-04515 02:06 PH CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 80.00 AMR SOO

## STATE OF ALABAMA COUNTY OF SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said state, hereby certify that Dennis C. Reid whose name as the President of Calvin Reid Construction Co.,, 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 9th day of February, 1996

Motary Public My Commonwer Expers. 3/24/98

.st # 1996-04515

02/12/1996-04515 02:06 PH CERTIFIED SHELBY COUNTY JUDGE OF PROBATE