

Send Tax Notice To:
Larry D. Kimbrough and wife,
Belinda W. Kimbrough
1009 Molay Circle
Birmingham, Alabama 35242

This instrument was prepared by:
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P. O. Box 380275
Birmingham, AL 35238

Inst # 1996-23525

Warranty Deed, Jointly For Life With Remainder To Survivor

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS,

THAT IN CONSIDERATION OF Two Hundred Forty Three Thousand Dollars and 00/100 (\$243,000.00) to the undersigned Grantors in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, **Denman Construction Co., Inc., an Alabama Corporation**, (herein referred to as Grantors, whether one or more) do grant, bargain, sell and convey unto **Larry D. Kimbrough and wife, Belinda W. Kimbrough** (herein referred to as Grantees, whether one or more) as joint tenants, with right of survivorship, the following described real estate, situated in the State of Alabama, County of Shelby to-wit:

Lot 39, according to the survey of Forest Meadows, First Sector, as recorded in Map Book 19, Page 80 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to:

1. Building setback line of 35 feet reserved from Molay Circle as shown by Plat.
2. Public easements as shown by recorded plat, including 10 foot easement on the Southerly side.
3. Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. No. 1995-1881 in Probate Office.
4. 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 202, page 211 in Probate Office.

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5. Release of damages as set out in instrument recorded in Inst. No. 1995-1881 in Probate Office.
6. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 19, page 80 in Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.
7. Restrictions, limitations and conditions as set out in Map Book 19, page 80.
8. General and special taxes or assessments for 1996 and subsequent years not yet due and payable.
9. All other existing easements, restrictions, set-back lines, rights of ways, limitations, if any, of record.

NOTE: This property does not constitute the homestead of the Grantor.

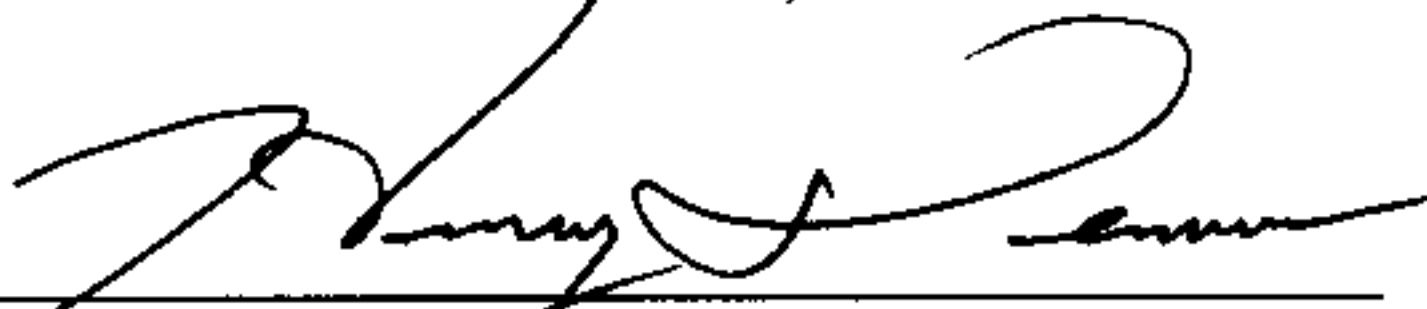
NOTE: \$194400.00 of the above recited purchase price was paid from the proceeds of a mortgage executed simultaneously herewith.

TO HAVE AND TO HOLD unto 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 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.

And I do for myself and for my heirs, executors, and administrators covenant with said Grantees, their heirs and assigns, that we are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators shall, warrant and defend the same to the said Grantees, their heirs, and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said grantor by its President, who is authorized to execute this conveyance, hereto set its signature and seal, this 18th day of July, 1996.

Denman Construction Co., Inc.

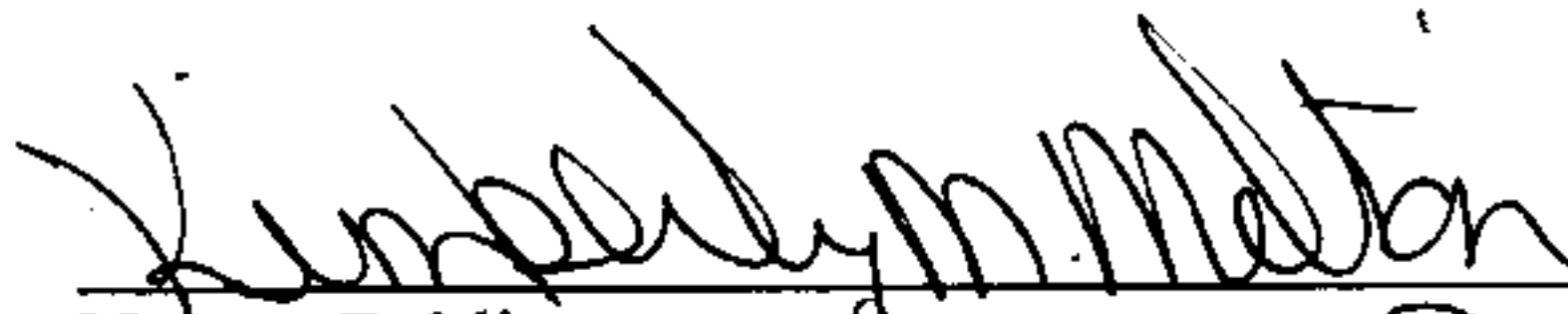

By: Henry Denman, President

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Henry Denman, as President, of Denman Construction 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 and official seal, this the 18th day of July, 1996.


Notary Public
My Commission Expires: 3-1-99

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