



- Office.  
15. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in, and as referenced in deed recorded in Inst. #1996-0517 in the Probate Office.

ALL of the purchase price recited above was paid from the proceeds of a purchase money mortgage executed simultaneously with delivery of this deed.

TO HAVE AND TO HOLD to the said GRANTEE, its successors and assigns forever.

And said Billingsley Homes, Inc., a corporation does for itself, its successors and assigns, covenant with the said GRANTEE, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above, that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEE, its successors and assigns forever, against the lawful claims of all persons.

GRANTEE understands that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations of all protective covenants and restrictions as set out hereinabove.

IN WITNESS WHEREOF, the said Billingsley Homes, Inc., a corporation by its President, William T. Billingsley, who is authorized to execute this conveyance, has hereto set its signature and seal, this 6th day of November, 1996.

IN WITNESS WHEREOF, the said Cross Home Builders, Inc., a corporation, as GRANTEE, by its President, Andrew William Cross, who is authorized to execute this conveyance, has hereto set its signature and seal, this 6th day of November, 1996.

Billingsley Homes, Inc.

 (SEAL)  
BY: William T. Billingsley  
ITS: President  
GRANTOR

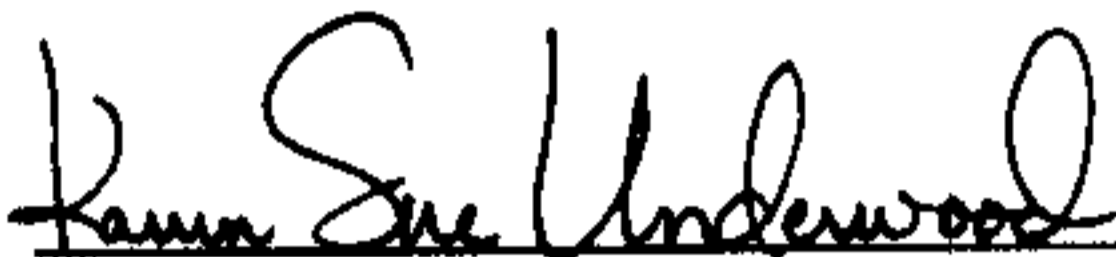
Cross Home Builders, Inc.

 (SEAL)  
BY: Andrew William Cross  
ITS: President  
GRANTEE

THE STATE OF ALABAMA )  
:  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William T. Billingsley whose name as President, of Billingsley Homes, 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 6th day of November, 1996.



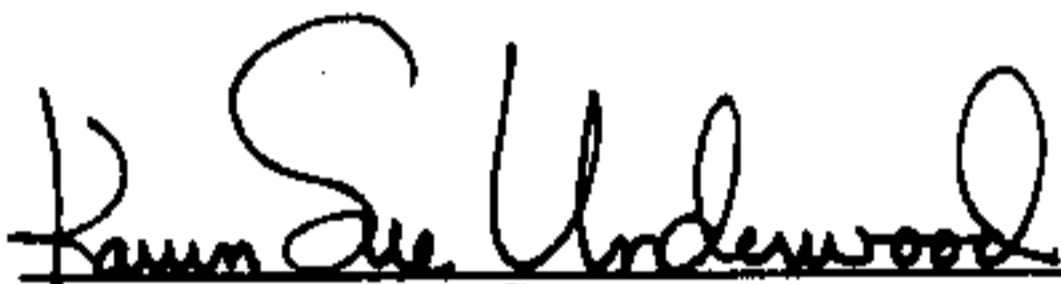
NOTARY PUBLIC

My commission expires: MY COMMISSION EXPIRES JUNE 28, 1997

THE STATE OF ALABAMA )  
:  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Andrew William Cross whose name as President, of Cross Home Builders, Inc., a corporation, is signed to the foregoing conveyance, AS GRANTEE, 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 6th day of November, 1996.



NOTARY PUBLIC

My commission expires: MY COMMISSION EXPIRES JUNE 28, 1997

Inst # 1996-37398

Page 3 of 3

11/12/1996-37398  
10:27 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 NCD 14.50