

97031157

SEND TAX NOTICE TO:

This instrument prepared by
Patrick F. Smith
4 Office Park Circle Ste. 212
Birmingham, AL 35223

(Name) Robert D. Kuykendall
(Address) Lot 78 Saddle Lake Farms
Columbiana, Alabama

Corporation 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 the sum of \$ THIRTY FOUR THOUSAND NINE HUNDRED AND NO/100-----
-----DOLLARS (\$34,900.00)
to the undersigned grantor, Envirobuild, Inc.

(herein referred to as 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 Robert D. Kuykendall and Kelly H. Kuykendall

(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 to-wit:

Lot 78, according to the Map of Saddle Lake Farms, a Condominium, located in Shelby County, Alabama, as established by Declaration of Condominium, as recorded in Instrument #1995-17533 and Articles of Incorporation of Saddle Lake Farms Association, Inc., as recorded in Instrument #1995-17530, in the Office of the Judge of Probate of Shelby County, Alabama, together with an undivided 1/174 interest in the common elements of Saddle Lake Farms Condominium, said Unit being more particularly described in the Floor Plans and Architectural drawings of Saddle Lake Farms Condominium, as recorded in Map Book 20, pages 20 A & B, in the Probate Office of Shelby County, Alabama.

1997-11491
04/14/1997-11491
PM CERTIFIED
01:14 PM
NOTARY PUBLIC
\$1.50

Subject to: All Easements, Restrictions and Rights of Way of record.

The proceeds of the mortgage debt were used to acquire title to the foregoing property by deed executed simultaneously herewith and this mortgage is made by the purchaser of the property for the purpose of securing a portion of the purchase money thereof.

Note: Property to be deeded to purchaser with seller having all future rights to flood property at its lower elevation up to the elevation of the lowest point of the road known as Canter Way for the purpose of future lake. Seller reserves this right with all future transfer of title with no obligation to construct lake out at their sole discretion.

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 the right of reversion. And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that 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 who is authorized to execute this conveyance, has hereto set its signature and seal, this the 28th day of March 1997

ATTEST:

Envirobuild, Inc.
By: Roderick M. Nicholson
By: [Signature]
Title: President

STATE OF
COUNTY OF Jefferson

I, Melissa Kessler Smith
State, hereby certify that Roderick M. Nicholson
whose name as President of Envirobuild, 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/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

a Notary Public in and for said County, in said

Given under my hand and official seal, this the 28th day of March 1997

[Signature]
Notary Public

My Commission Expires
September 15, 1997

My Commission expires: March 28, 1997