

THIS INSTRUMENT PREPARED BY:

SEND TAX NOTICE TO:

JAMES R. MONCUS, JR.
ATTORNEY AT LAW
1313 ALFORD AVENUE
BIRMINGHAM AL 35226

R. Kirk Epperson
256 Cahaba Oaks Trail
Indian Springs, AL 35124

Inst # 1997-27294

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA)

JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Three Hundred Sixty Thousand and no/100 (\$360,000.00) and other good and valuable consideration to the undersigned grantor (whether one or more, in hand paid by the grantees herein, the receipt whereof is acknowledged, I or we,

BANKS HOMEBUILDING, INC.

a corporation (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

R. KIRK EPPERSON AND DIANE EPPERSON

(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, the following described real estate, situated in SHELBY County, Alabama, to-wit:

Lot 18, according to the Survey of Cahaba Oaks, as recorded in Map Book 18, Page 141, in the Probate Office of Shelby County, Alabama.

Subject to all easements, restrictions, and rights-of-way of record.

Subject to ad valorem taxes for the current year and thereafter.

\$200,000.00 of the above mentioned consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

By Grantees acceptance of this deed, Grantees hereby covenant and agree for themselves and their successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for loss or damage on account of injuries to the property or to any buildings, improvements or structures now or hereafter located upon the property or on account of injuries to any owner, occupant, or other person in or upon the property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitations, sinkholes, underground mines, and limestone formations) under or on the property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the property. For purpose of this paragraph the terms Grantor shall mean and refer to (i) the partners, agents, and employees of Grantor; (ii) the officers, directors, employees and agents of Grantor, and partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of

08/26/1997-27294
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SHELBY COUNTY JUDGE OF PROBATE
002 MCD 171.00

Grantors interest in the property. This covenant and agreement shall run with the land conveyed hereby as against Grantees, and all persons, firms, trusts, partnerships, and limited partnerships, corporations, or other entities holding under or through the Grantees.


SIGNATURE OF GRANTEE
R. KIRK EPPERSON


SIGNATURE OF GRANTEE
DIANE EPPERSON

TO HAVE AND TO HOLD, the same unto the 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 for such survivor forever.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my (our) 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, has hereto set its signature and seal this the 21st day of August, 1997.

BANKS HOMEBUILDING, INC.

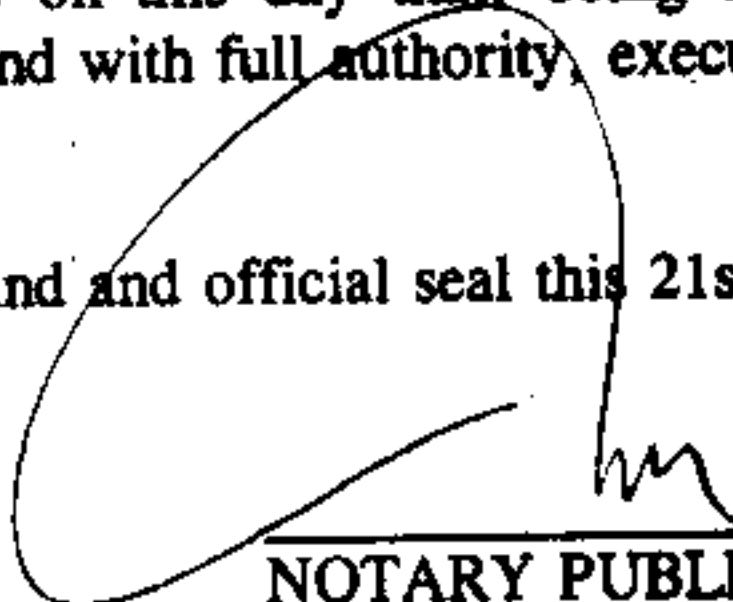
By: 
Its President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stuart Banks, whose name as President of Banks Homebuilding, 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, she 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 21st day of August, 1997.


NOTARY PUBLIC

My Commission Expires: 2/23/2000

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08/26/1997-27294
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