

This instrument was prepared by

Courtney Mason & Associates PC
1904 Indian Lake Drive, Ste 100
Birmingham, Alabama 35244

Inst # 1997-32067

10/03/1997-32067

CORPORATION FORM WARRANTY DEED, JOINTLY ~~JOINTLY~~ ~~WARRANTY DEED~~ TO SURVIVOR

SHELBY COUNTY JUDGE OF PROBATE

001 SMA 15.00

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE HUNDRED THIRTEEN THOUSAND FIVE HUNDRED TWENTY FIVE & NO/100---- (\$113,525.00) DOLLARS to the undersigned grantor, Scotch Building & Development Co., Inc. a corporation, (herein referred to as the GRANTOR), in hand paid by the GRANTEEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Michael James Bertani and wife, Susan Bertani (herein referred to as GRANTEEES) 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 27, according to the Survey of Marengo, Sector One, as recorded in Map Book 22 page 123 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.

\$107,160.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

GRANTEEES' ADDRESS: 133 East Willow Circle Calera, Alabama 35040

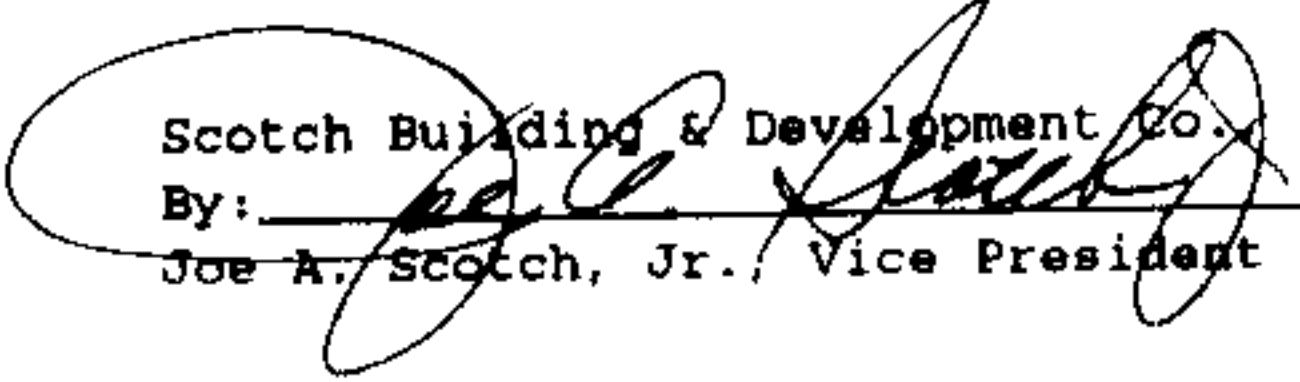
Purchasers acknowledge that Purchaser has been informed by Seller of sinkholes and soil conditions existing in Shelby County. Purchaser agrees that Seller shall not be liable for earthquakes, underground mines, sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface condition that may now or hereafter exist or occur or cause damage to persons, property or buildings. Purchaser does forever release Seller from any damages arising out of surface and subsurface of the above described property, and this release shall constitute a covenant running with the land conveyed hereby, as against Purchaser and all persons, firms and corporations holding under or through Purchasers.

TO HAVE AND TO HOLD to the said GRANTEEES 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 GRANTEEES, 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 GRANTEEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its Vice President, Joe A. Scotch, Jr., who is authorized to execute this conveyance, hereto set its signature and seal, this the 30th day of September, 1997.

Scotch Building & Development Co., Inc.

By: 

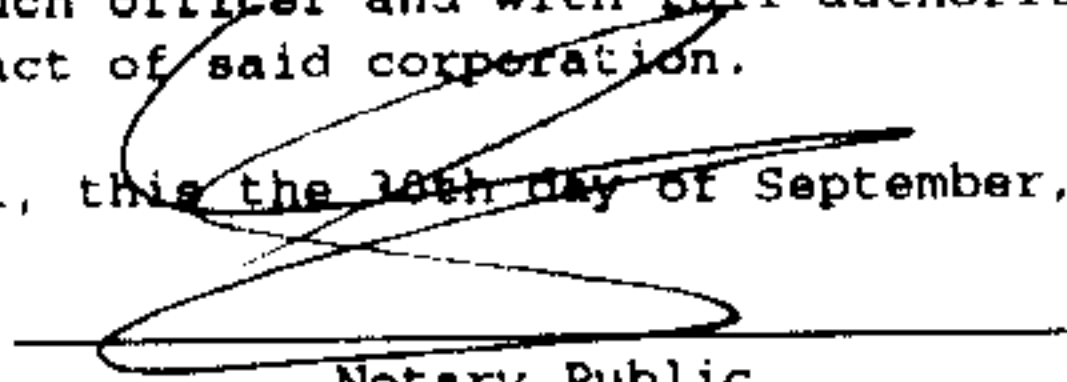
Joe A. Scotch, Jr., Vice President

STATE OF ALABAMA

COUNTY OF SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said state, hereby certify that Joe A. Scotch, Jr. whose name as the Vice President of Scotch Building & Development, 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 30th day of September, 1997


Notary Public