

This instrument was prepared by

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CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE HUNDRED SIXTY FIVE THOUSAND & NO/100----
(\$165,000.00) DOLLARS to the undersigned grantor, Scotch Building & Development
Co., Inc. a corporation, (herein referred to as the 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 Harold Ray Cole, Sr.
and wife, Martha V. Russell Cole (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:

Lot 25, 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.

\$132,000.00 of the above-recited purchase price was paid from a mortgage loan
closed simultaneously herewith.

GRANTEES' ADDRESS: 100 Marengo Drive 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 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 right of reversion.

And said GRANTOR does for itself, its successors and assigns, covenant with said
GRANTEES, 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 GRANTEES, 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 9th day of February, 1998.

STATE OF ALABAMA

COUNTY OF SHELBY COUNTY

Scotch Building & Development Co., Inc.
By: Joe A. Scotch, Jr.
Joe A. Scotch, Jr., Vice President

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 9th day of February, 1998

MY COMMISSION
3/3/99

Notary Public

Inst # 1998-04610

02/11/1998-04610
08:57 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
41.50