

THIS INSTRUMENT PREPARED BY:
James J. Odom, Jr.
P.O. Box 11244
Birmingham, AL 35202-1244

SEND TAX NOTICE TO:
Travis and Cathy Gibson
2007 Chandabrook Drive
Pelham, AL 35124

STATE OF ALABAMA)
COUNTY OF SHELBY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT in consideration of Twenty-Three Thousand Nine Hundred and No/100 Dollars (\$23,900.00), and other good and valuable consideration, paid to the undersigned grantor, Roy Martin Construction, Inc., an Alabama corporation ("Grantor"), by Travis F. Gibson and Cathy B. Gibson ("Grantees"), the receipt and sufficiency whereof are hereby acknowledged, Grantor does by these presents, grant, bargain, sell and convey unto the Grantees the following described real estate situated in Shelby County, Alabama (the "Premises"), to-wit:

Lot 1-A, according to a Resurvey of Lots 1 and 2, Heather Ridge, as recorded in Map Book 17, at Page 112, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

*** SUBJECT TO:** (1) Current taxes; (2) Building setback line of 50 feet reserved from Heather Ridge Drive as shown by plat; (3) Easements as shown by recorded plat, including 15 feet on the Westerly side of lot; (4) Restrictions, covenants and conditions as set out in instrument(s) recorded in Map Book 17, at Page 22, and as Instrument #1993-8779, in the Office of the Judge of Probate of Shelby County, Alabama.

\$19,120.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD to the Grantees, as joint tenants, with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantees herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee, and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

And Grantor does for itself, its successors and assigns, covenant with Grantees, their heirs and assigns, that it is lawfully seized in fee simple of the Premises; that the Premises are free from all encumbrances, except as noted above; that Grantor has a good right to sell and convey the Premises as aforesaid; that Grantor will, and its successors and assigns shall, warrant and defend the same to the Grantees, their heirs and assigns forever, against the lawful claims of all persons.

Inst # 1998-13844

04/17/1998-13844
11:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCS 16-00

IN WITNESS WHEREOF, the undersigned has executed this conveyance on this the

10th day of April, 1998.

WITNESS:

A. Marshall

Roy Martin Construction, Inc.

By:

Roy L. Martin
Roy L. Martin, as its President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Roy L. Martin, whose name as President of Roy Martin Construction, Inc., an Alabama 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 seal this 10th day of April, 1998.

Anne P. Marshall

Notary Public

My Commission Expires:

3/13/99

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