

This instrument was prepared by

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

Inst # 1998-15718

04/30/1998-15718  
02:34 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 SNA 9.50

CORPORATION FORM WARRANTY DEED

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE HUNDRED THIRTY ONE THOUSAND FIVE HUNDRED & NO/100.... (\$131,500.00) DOLLARS to the undersigned grantor, Scotch Building & Development Co., Inc. a corporation, (herein referred to as the GRANTOR), in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Gary W. Brown, a single individual (herein referred to as GRANTEE, whether one or more), the following described real estate, situated in Shelby County, Alabama:

Lot 21, 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.

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.

\$134,130.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

GRANTEES' ADDRESS: 101 East Willow Circle, Calera, Alabama 35040.

TO HAVE AND TO HOLD, To the said GRANTEE, his, her, or their heirs and assigns forever.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, his, her or their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, 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 GRANTEE, his, her or 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 29th day of April, 1998.

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 29th day of April, 1998

3/5/99