

This instrument was prepared by

(Name) V. Edward Freeman II
STONE, PATTON, KIERCE & FREEMAN
118 North 18th Street
(Address) Bessemer, Alabama 35020

Send Tax Notice to:

D & L Homes, Inc.
P O Box 1327
Pelham, AL 35124
Inst # 1999-19886

Corporation Form Warranty Deed

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN

05/12/1999-19886

08:20 AM

CERTIFIED
SHELBY COUNTY

001 MS 9.50

That in consideration of SIXTEEN THOUSAND FIVE HUNDRED and No/100---(\$16,500.00)- DOLLARS,
to the undersigned grantor, CARDWELL CONSTRUCTION CO., INC. a corporation,

(herein referred to as 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 D & L HOMES, INC.

(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in SHELBY COUNTY, ALABAMA, to-wit:

Lot 46, according to the survey of Fairview, as recorded in Map Book 22, Page 135, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Taxes for the year 1999 and subsequent years.
 2. Transmission line permits to Alabama Power Company as recorded in Deed Book 146, Page 388 and Deed Book 133, Page 362, in probate office.
 3. Right-of-way deeds to Shelby County as recorded in Deed Book 242, Page 122, and Deed Book 243, Page 320 in Probate Court.
 4. Restrictive covenants as recorded in Inst. No. 1997-23159 in Probate Court.
 5. 25 foot building set back line from Fairview Lane as shown on recorded map.
 6. 7.5 foot utility easement over the West side of said lot as shown on recorded map.
 7. Any loss, claim, damage, or expense including additional tax due, if any, arising from or due to the fact that ad valorem taxes for subject property have been paid under a current use assessment.
 8. Liability under this binder is limited to amount actually disbursed from proceeds of loan secured by instrument identified in Schedule A, hereto, but increases as each disbursement is made in good faith and without knowledge of any defect in, or object to title to the face amount of binder.*
- TO HAVE AND TO HOLD, to the said GRANTEE, its successors, heirs and assigns forever.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, its successors 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 GRANTEE, its successors, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its Raymond Cardwell President, who is authorized to execute this conveyance, hereto set its signature and seal,

this the 3rd day of April, 1999.

*9. Statutory liens for labor or material which now have gained or may hereinafter have gained priority over the lien of said mortgage where no notice thereof appears of record.

CARDWELL CONSTRUCTION CO., INC.

By Raymond Cardwell President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned authority said State, hereby certify that whose name as President of CARDWELL CONSTRUCTION CO., L.C., 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 3rd day of April 1999.

Notary Public
MY COMMISSION EXPIRES: MY COMMISSION EXPIRES JUL 28 2002

STONE, PATTON, KIERCE & FREEMAN
POST OFFICE BOX 237
BESSEMER, ALABAMA 35021