

This Instrument Prepared By:
James F. Burford, III
Attorney at Law
1318 Alford Avenue Suite 101
Birmingham, Alabama 35226

Send Tax Notice To:

JIMMY VINES
111 GUNLAWD LANE DR.
PURITAM, AL.
35124

WARRANTY DEED

06/18/1999-25649
09:49 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
001 WIS 144.50

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That in consideration of ONE HUNDRED THIRTY-SIX THOUSAND AND NO/100 Dollars (\$136,000.00), to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, I, RANDALL H. GOGGANS a married man (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto JIMMY T. VINES CONSTRUCTION CO., INC. (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Described as Lots 10-A, 11, 15 & 33 according to the Survey of Oak Forest, as recorded in Map Book 25 Page 111 in the Probate Office of Shelby County, Alabama.

SUBJECT TO: (1) Taxes due in the year 1999 and thereafter; (2) Easements, restrictions and rights-of-way of record; (3) Mineral and mining rights not owned by the Grantor.

Grantor represents and warrants that there are no outstanding assessments due any governmental or quasi-governmental authority.

The Property conveyed here is not the homestead of the Grantor or his spouse.

REPURCHASE RIGHT; in the event, prior to construction of any improvements, Grantee desires to sell any of the Lots conveyed herein, Grantor hereby retains the right (but not the obligation) to repurchase any such lot(s) for \$34,000.00 per Lot. This Repurchase Right shall be effective for 30 day after written notice from Grantee to Grantor of Grantees desire to sell any such unimproved lot(s). Upon presentation by Grantor to Grantee of the amount of \$34,000.00 per such lot within such 30 day period, Grantee shall execute a general warranty deed to Grantor conveying good and merchantable title to Grantor of any such unimproved lot(s) subject only to current years taxes, easements, restrictions and right-of-way of record and mineral and mining rights not owned by Grantee. Any lien effecting any such unimproved lot(s) shall be discharged from the \$34,000.00 per lot tendered by Grantor. This Repurchase Right is personal to Grantor and is not assignable. After construction of improvements on any lot conveyed herein, Grantee may convey any such lot free of this repurchase right by placing a statement in the deed conveying such lot(s) that improvements have been constructed on such lot(s).

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

And we do for ourselves and for our heirs, executors and administrators, covenant with said Grantee, their successors and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that we have a good right to sell and convey the same as aforesaid; that we will, and our heirs, executors and administrators shall warrant and defend the same to the said Grantee, his successors and assigns forever, against the lawful claims of all persons.

16 IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, this the JUN day of JUN, 1999.

Randall H. Goggans
Randall H. Goggans

STATE OF ALABAMA)
COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Randall H. Goggans, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day; that being informed of the contents of the foregoing instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 16 day of JUN, 1999.

[Signature]
Notary Public

My Commission Expires: 3-1-2002

Inst. # 1999-25649