

This instrument was prepared by:  
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Haskell Slaughter Young & Lewis  
800 First National Southern Natural Building  
Birmingham, Alabama 35203

Send Tax Notice To:  
Marnix E. Heersink  
Post Office Box 59291  
Birmingham, Alabama 35259

STATE OF ALABAMA )  
SHELBY COUNTY )

53581311

**GENERAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS: That DAN L. HOWARD, and wife PARTICIA G. HOWARD, individually, and DAN L. HOWARD and PATRICIA G. HOWARD, TRUSTEES of the DAN L. HOWARD IRREVOCABLE TRUST, executed on the 14th day of March, 1985 (herein individually and collectively called the "Grantor"), for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration received by the Grantor from MARNIX E. HEERSINK (herein called the "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does by these presents, grant, bargain, sell and convey unto the Grantee the following described real estate situated in the City of Montevallo, Shelby County, Alabama, to wit:

See Exhibit A attached hereto and incorporated herein for legal description.

together with all structures, fixtures, and other improvements located on the real property herein conveyed, and all easements, licenses, privileges, hereditaments and appurtenances belonging or in any way appertaining thereto.

The conveyance of the above described real property is, however, subject to the following:

1. Transmission line permits to Alabama Power Company as recorded in Deed Book 264, Page 444; Deed Book 266, Page 51; Deed Book 273, Page 817; and Deed Book 326, Page 983, in Probate Office of Shelby County, Alabama.
2. Mortgage from William B. Surface and June C. Surface to United States of America, acting through Farmers Home Administration, U.S. Department of Agriculture, dated 14th August, 1970, and recorded in Mortgage Book 314, Page 531, in Probate Office of Shelby County, Alabama.
3. Mortgage from Borinquen Farm, Inc., to United States of America, acting through Farmers Home Administration, U.S. Department of Agriculture, dated 6th August, 1971, and recorded in Mortgage Book 318, Page 441, in Probate Office of Shelby County, Alabama.
4. Mortgage from Dan L. Howard and wife, Patricia G. Howard to United States of America, acting through Farmers Home Administration, U.S. Department of Agriculture, dated 29th August, 1980, and recorded in Mortgage Book 405, Page 259, in Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD said real estate unto the Grantee, its successors and assigns in fee simple forever.

The Grantor, and the Grantor's successors and assigns, covenant with the Grantee, and the Grantee's successors and assigns, that the Grantor is lawfully seized in fee simple of said real estate; that said real estate is free from all liens, encumbrances, and exceptions unless otherwise noted above; that the Grantor has a good right to sell and convey said real estate to the Grantee; and that the Grantor will, and the Grantor's successors and assigns shall, warrant and defend said real estate to the Grantee and the Grantee's successors and assigns forever, against the lawful claims of all persons except those claiming under those liens, encumbrances and exceptions noted herein.

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Jack

The property described herein was obtained or improved through Federal financial assistance. This property is subject to provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purposes for which financial assistance was extended.

As part of the consideration herein, the Grantee herein assumes and agrees to pay the outstanding indebtedness secured by the real estate mortgages from Boringuen Farms to the United States of America, acting through the Farmers Home Administration and filed for record as follows:

(1) August 14, 1970, in Mortgage Record Book #314, at page 531 in the Office of the Judge of Probate of Shelby County, Alabama, said mortgage assumed by Dan L. Howard and Patricia G. Howard on February 3, 1975. Said real estate mortgage has been amended by that earlier assumption and by an Assumption Agreement (Form FmHA 460-9) executed by the Grantees herein.

(2) August 6, 1971, in Mortgage Record Book #318, at page 441 in the Office of the Judge of Probate of Shelby County, Alabama, said mortgage assumed by Dan L. Howard and Patricia G. Howard on February 3, 1975. Said real estate mortgage has been amended by that earlier assumption and by an Assumption Agreement (Form FmHA 460-9) executed by Grantees herein.

Additionally, as part of the consideration herein, the Grantee herein assumes and agrees to pay the outstanding indebtedness secured by the real estate mortgage from Dan L. Howard and wife, Patricia G. Howard, to the United States of America, acting through the Farmers Home Administration and filed for record as follows:

(1) August 29, 1980, in Mortgage Record Book #405, at page 259 in the Office of the Judge of Probate of Shelby County, Alabama. Said real estate mortgage has been amended by an Assumption Agreement (Form FmHA 460-9) executed by the Grantees herein.

IN WITNESS WHEREOF, the Grantor has hereto set the Grantor's hand and seal as of the 31st day of July, 1984, although actually executed and delivered on this the 13th day of September, 1985.

*Dan L. Howard*  
DAN L. HOWARD, Individually

*Dan L. Howard*  
DAN L. HOWARD, as Trustee  
of the Dan L. Howard Irrevocable Trust  
executed on March 14, 1985

*Patricia G. Howard*  
PATRICIA G. HOWARD, individually

*Patricia G. Howard*  
PATRICIA G. HOWARD, as Trustee  
of the Dan L. Howard Irrevocable Trust  
executed on March 14, 1985

STATE OF ALABAMA )  
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dan L. Howard, and wife, Patricia G. Howard, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 13<sup>th</sup> day of September, 1985.

[Signature]  
Notary Public

My Commission expires: 1-17-88



STATE OF ALABAMA )  
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dan L. Howard, and Patricia G. Howard, as Trustees of the Dan L. Howard Irrevocable Trust, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 13<sup>th</sup> day of September, 1985.

[Signature]  
Notary Public

My Commission expires: 1-17-88



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EXHIBIT A

LEGAL DESCRIPTION:

TRACT A: Begin at the NE corner of the SE 1/4 of the NE 1/4 of Section 21, Township 22 South, Range 3 West, and go Westward along the Northern boundary of same 200.00 feet to the point of beginning; thence turn an angle of 92 degrees 13 minutes to left and run Southerly a distance of 277.97 feet to a point; thence turn an angle of 91 degrees 45 minutes to right and run a distance of 331.50 feet; thence turn an angle of 90 degrees to right and run Northerly 284.37 feet to a point on the Northern boundary of said 1/4-1/4 Section; thence turn to the right and run Easterly along the Northern boundary of said 1/4-1/4 Section a distance of 325.95 feet to point of beginning.

TRACT B: For point of beginning commence at the SE corner of Lot 19 of Bridlewood Forest Subdivision as shown by map recorded in the Probate Records of Shelby County, Alabama, in Map Book 5, Page 52; thence run in an Easterly direction along the Northern boundary of Overland Road a distance of 335 feet to a point; which said point is located on an extension of the Westernmost right-of-way of Comanche Road as now staked for construction; thence turn to the left and run in a Northerly direction along the Western boundary of said Comanche Road a distance of 277.20 feet to a point; thence turn to the left and run in a Westerly direction a distance of 331.50 feet to a point on the Eastern boundary of Lot 17 as shown on said subdivision of Bridlewood Forest, which said point is 270.44 feet North of the point of beginning; thence turn to the left and run in a Southerly direction along the Eastern boundary of Lots 17, 18 and 19 of said Bridlewood Forest a distance of 270.44 feet to the point of beginning. Situated in the SE 1/4 of NE 1/4 of Section 21, Township 22 South, Range 3 West.

*PSH N. L. Howard*

STATE OF ALABAMA  
COUNTY OF SHELBY  
INSTRUMENT NO. 111

1985 SEP 17 PM 2:52

*For Record*  
Clerk of Court

RECORDING FEES

Mortgage Tax	\$	
Deed Tax		<u>365.00</u>
Mineral Tax		
Recording Fee		<u>10.00</u>
Index Fee		<u>3.00</u>
TOTAL		<u>\$378.00</u>

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