

## SEND TAX NOTICE TO:

(Name) Mr. and Mrs. John S. MoorePost Office Box 91(Address) Saginaw, Alabama 35137

This instrument was prepared by

(Name) Wade H. Morton, Jr., Attorney at Law(Address) Post Office Box 1227, Columbiana, Alabama 35051-1227

Form 1-1-8 Rev. 8-70

CORPORATION FORM WARRANTY DEED—LAWYERS TITLE INS. CORP., BIRMINGHAM, ALABAMA

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of SIX THOUSAND and NO/100 ----- (\$6,000.00) DOLLARS,

to the undersigned grantor, MERCHANTS &amp; PLANTERS BANK, Montevallo, Alabama, a banking corporation, in hand paid by

JOHN S. MOORE and wife, MAJORIE L. MOORE,

the receipt of which is hereby acknowledged, the said

MERCHANTS &amp; PLANTERS BANK, Montevallo, Alabama, a banking corporation,

does by these presents, grant, bargain, sell and convey unto the said

JOHN S. MOORE and wife, MAJORIE L. MOORE,

the following described real estate, situated in Shelby County, Alabama:

Lot 15, as shown by map or plat of Sunnydale Estates, First and Second Sectors, dated June 21, 1978 and recorded in Map Book 7, at Page 75, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject only to the following liens, encumbrances, limitations and restrictions:

1. Taxes for 1986 and subsequent years, which became a lien on October 1, 1985, but are not due and payable until October 1, 1986.

2. Lot 15, as shown by map or plat of Sunnydale Estates, First and Second Sectors, dated June 21, 1978 and recorded in Map Book 7, at Page 75, in the Office of the Judge of Probate of Shelby County, Alabama, is subject to the 35-foot building set back line from Doyle Drive. Also, to the easements and rights-of-way as shown by said map or plat for public utilities, sanitary sewers, storm ditches, which may be used for such purposes to serve property both within and without this subdivision; these include a 10 foot easement across the South side of Lot 15. Also, said map or plat contains the following condition or limitation: "No construction shall be started on any lot until individual

(Continued on Reverse Side)

TO HAVE AND TO HOLD, To the said JOHN S. MOORE and wife, MAJORIE L. MOORE, their

heirs and assigns forever.

And said MERCHANTS & PLANTERS BANK, Montevallo, Alabama does for itself, its successors and assigns, covenant with said JOHN S. MOORE and wife, MAJORIE L. MOORE, their

heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances unless otherwise noted above, 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 JOHN S. MOORE and wife MAJORIE L. MOORE, their heirs, executors and assigns forever, against the lawful claims of all persons. There is no warranty on representation as to the condition or quality or quantity of any part or portion of this real property.

IN WITNESS WHEREOF, the said MERCHANTS &amp; PLANTERS BANK, Montevallo, Alabama by its

President, James A. Kelly

, who is authorized to execute this conveyance,

has hereto set its signature and seal, this the 14th day of June, 1986.

MERCHANTS &amp; PLANTERS BANK

ATTEST:

By James A. Kelly Its President

Secretary

STATE OF ALABAMA

COUNTY OF SHELBY

GRANTEES:

John S. Moore

Majorie L. Moore

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James A. Kelly whose name as President of Merchants & Planters Bank, Montevallo, Alabama, 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 14th day of June, 1986.

Return to: Wade Morton

Andrew C. Hanson  
Notary Public

(SEE REVERSE SIDE FOR ADDITIONAL ACKNOWLEDGEMENTS)

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(Continuation of Deed)

plot plans showing proposed house, driveway, walks and sewage disposal system has been submitted to and approved by the Shelby County Health Department."

3. Lot 15, as shown by map or plat of Sunnydale Estates, First and Second Sectors, dated June 21, 1978 and recorded in Map Book 7, at Page 75, in the Office of the Judge of Probate of Shelby County, Alabama, are each subject to easements in favor of South Central Bell Telephone Company, as shown by instrument dated September 19, 1977 and recorded in Deed Book 309, at Page 338, and by instrument dated January 7, 1979 and recorded in Deed Book 320, at Page 889, in said Probate Records.

4. Permit to Alabama Power Company, as shown by instrument dated May 9, 1930 and recorded in Deed Book 91, at Page 257, in said Probate Records.

5. Right-of-way easement for water line to Water Works Board of the Town of Calera, as shown by instrument recorded in Deed Book 186, at Page 26, in said Probate Records.

\$5,000.00 of the consideration for this deed is secured by a purchase money mortgage on the above described real estate from the Grantees to the Grantor, which was executed and delivered simultaneously herewith.

Grantees expressly relieve and release Grantor from any claim or damage for and on account of the existing sink hole on said real property or any expansion thereof or any new sink hole on or affecting said real property. Grantees join in this conveyance by their signatures for the sole purpose of expressing their assent to the limitation of warranty and release of liability recited in this deed of conveyance.

GRANTEES:

John S. Moore

Majorie L. Moore

SIGNED FOR IDENTIFICATION:  
MERCHANTS & PLANTERS BANK

BY: Cham R. Hilly  
Its President

STATE OF ALABAMA )

COUNTY OF SHELBY )

GENERAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that John S. Moore and wife, Majorie L. Moore, whose names are signed to this foregoing instrument, and who are known to me, acknowledged before me on this date, that being informed of the contents of this instrument and the limitation of warranty and release of liability recited therein, they voluntarily joined in the execution of the same as having assented to the limitation of warranty and release of liability recited herein on the day this instrument bears date.

Given under my hand and official seal on this the 14th day of June, 1986.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1986 JUN 17 AM 10:26

Thomas A. Swannick, Jr.  
JUDGE OF PROBATE

Sandra C. Thompson  
Notary Public My Commission Expires October 5, 1988

1. Deed Tax \$ 6.00

2. Mtg. Tax       

3. Recording Fee 5.00

4. Indexing Fee 1.00

TOTAL \* 12.00

\$ 5,000.00 of the purchase price  
recited above was paid from a  
mortgage closed simultaneous  
herewith.

Office of the Judge of Probate:

COUNTY OF

STATE OF ALABAMA

WARRANTY DEED

TO

THIS FORM FROM

Layyers Title Insurance Corporation  
TITLE INSURANCE  
BIRMINGHAM, ALABAMA