

This form furnished by:

**Cahaba Title, Inc.**

Eastern Office  
(205) 833-1571

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(205) 988-5600

This instrument was prepared by:  
(Name) Courtney H. Mason, Jr.  
(Address) 100 Concourse Parkway, Suite 350  
Birmingham, Alabama 35244

Send Tax Notice to:  
(Name) Ms. Martha J. Kindred  
(Address) 4905 Indian Valley Road  
Birmingham, Alabama 35244

C O R R E C T E D

**WARRANTY DEED**

STATE OF ALABAMA  
SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of TWENTY THOUSAND FIVE HUNDRED AND NO/100ths (\$20,500.00) - - - - DOLLARS

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,  
Michael W. Tate, a single individual

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Martha J. Kindred, a single individual

(herein referred to as grantee, whether one or more), the following described real estate, situated in  
Shelby County, Alabama, to-wit:

Lot 9, in Block 2, according to the Survey of Indian Valley, Sixth Sector, as recorded  
in Map Book 5 page 118 in the Office of the Judge of Probate of Shelby County, Alabama;  
being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Subject to existing easements, restrictions, set-back lines, rights of way,  
limitations, if any, of record.

GRANTEES HEREIN JOINTLY AND SEVERALLY HEREBY ASSUME AND  
COVENANT TO PERFORM ALL THE TERMS AND CONDITIONS OF THE  
OBLIGATIONS SET FORTH IN THAT CERTAIN PROMISSORY NOTE  
EXECUTED BY SCOTT T. LAWSON AND HENRY C. LAWSON, HIS WIFE, AND  
DELIVERED TO CITY HERALD SAVINGS ASSOCIATION IN THE AMOUNT OF \$74,800.00  
DATED APRIL 24, 1987, AND THAT CERTAIN MORTGAGE, SECURING  
SAID PROMISSORY NOTE OF EVEN DATE THEREWITH, UPON THE  
PROPERTY CONVEYED IN THE DEED, WHICH MORTGAGE IS RECORDED IN  
BOOK 127 PAGE 399, IN THE SHELBY COUNTY REGISTER OF DEEDS  
OFFICE, INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS TO  
REPAY THE DEBT.

\*AND ASSIGNED IN BOOK 326 PAGE 918 AND 331 PAGE 851

\$6,000.00 of the above-recited purchase price was paid from a mortgage loan  
closed simultaneously herewith.

THIS DEED IS BEING RE-RECORDED TO CORRECT THE ASSUMPTION CLAUSE  
OF THE ORIGINAL MORTGAGE.

1. Deed Tax	14.50
2. Mfg. Tax	
3. Recording Fee	2.50
4. Indexing Fee	3.00
5. No Tax Fee	
6. Certified Fee	1.00
Total	21.00

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

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

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 1st  
day of July 19 91

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

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

Michael W. Tate

91 JUL -8 AM 9:30

91 SEP -5 PM 2:31

STATE OF ALABAMA  
SHELBY

County

General Acknowledgment

1. Deed Tax	14.50
2. Mfg. Tax	
3. Recording Fee	2.50
4. Indexing Fee	3.00
5. No Tax Fee	
6. Certified Fee	1.00
Total	21.00

a Notary Public in and for said County,

I, the undersigned  
in said State, hereby certify that

Michael W. Tate, a single individual

whose name(s) 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 1st day of July 19 91

My Commission Expires: 1/5/92

Notary Public