

SEND TAX NOTICE TO:

GAIL FULLER-MITCHELL    DAVID W. MITCHELL  
445 HIGHWAY 335  
COLUMBIANA, ALABAMA 35051  
58-20-5-21-0-000-020

THIS INSTRUMENT PREPARED BY:  
Gene W. Gray, Jr.  
GENE W. GRAY, JR., P.C.  
2100 SouthBridge Parkway, #638  
Birmingham, Alabama 35209  
(205)879-3400

10/22/1997-34363  
02:43 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
803 NCB 21.00

WARRANTY DEED AND LIMITED POWER OF ATTORNEY

State of Alabama  
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of ONE HUNDRED FIFTY THOUSAND AND NO/100-----DOLLARS-- (\$150,000.00 ) to the undersigned Grantors in hand paid by the Grantees, whether one or more, herein, the receipt of which is hereby acknowledged, we, THOMAS A. BUDD AND SPOUSE, BRENDA S. BUDD, (herein referred to as Grantors) do grant, bargain, sell and convey unto GAIL FULLER-MITCHELL and DAVID W. MITCHELL (herein referred to as Grantees) as individual owner or as joint tenants, with right of survivorship, if more than one, the following described real estate, situated in the State of Alabama, County of ~~DEKALB~~ SHELBY, to wit:

THE PROPERTY CONVEYED HEREIN IS DESCRIBED ON EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

Subject to:

Advalorem taxes for the year 1997 which are a lien, but not due and payable until October 01, 1997.

Mineral and mining rights not owned by Grantor.

Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 176, page 82 and Deed Book 107, page 172.

Rights of ways granted to Shelby County by instrument(s) recorded in Deed Book 164, page 455.

Riparian Rights, if any, in and to the use of Beeswax Creek.

Less and except all subject property lying below 397 foot datum plane.

Flood rights of Alabama including 400 feet above sea level as shown by instrument recorded in Deed Book 237, page 741.

\$ 142,500.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said Grantee(s), his/her/their heirs and assigns, forever; it being the intention of the parties to this conveyance, that if more than one Grantee, then to the Grantees as joint tenants with right of survivorship (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantee(s) herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.


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

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And we do by these presents make, constitute and appoint H F S MOBILITY SERVICES, INC. ("Agent") and/or its authorized and designated agents or representatives, as our true and lawful agent and attorney-in-fact to do and perform for us in our name, place and stead, and for our use and benefit, to execute a standard form lien waiver and any and all documents necessary for delivery of this deed and to complete the sale of the property herein described, including but not limited to the HUD-1 Settlement Statement, HUD-1 Certification, Affidavit of Purchaser and Seller, AHFA Bond Forms (Seller Affidavit), Lender Assumption Statements and/or Modification Agreement, Lender Compliance Agreement, and any other documents required for said sale and conveyance. We further give and grant unto our Agent full power and authority to do and perform every act necessary and proper to be done and the exercise of any of the foregoing powers as fully as we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that our Agent shall lawfully do or cause to be done by virtue hereof. This power of Attorney shall not be governed by the laws of the State of Alabama. This power of attorney is coupled with an interest and shall remain in force and effect until delivery of this deed and the sale closed, and shall not be revoked by either of the undersigned prior to said time.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 15<sup>th</sup> day of July, 1997.


X   
THOMAS A. BUDD

  
BRENDA S. BUDD

STATE OF Alabama  
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that THOMAS A. BUDD AND BRENDA S. BUDD 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 15<sup>th</sup> day of July, 1997.

  
Notary Public  
Print Name: Alisha Lovell  
Commission Expires: 2/9/99  
MUST AFFIX SEAL

(SEAL)

**Instructions to Notary:** This form acknowledgment cannot be changed or modified. It must remain as written to comply with Alabama law. The designation of the State and the County can be changed to conform to the place of the taking of the acknowledgment.

EXHIBIT "A"

A parcel of land in the W 1/2 of the SE 1/4 of Section 21, Township 21 South, Range 1 East, Shelby County, Alabama, described as follows:

From a capped iron pin depicting the SW corner of said 1/2 1/4 Section as beginning point, run North 03 deg. 38 min. 14 sec. East, 662.27 feet to an iron pipe; thence run North 03 deg. 50 min. 41 sec. East (East of an existing fence) 802.28 feet to a wood stake; run thence along a continuation of said bearing 639.35 feet; thence run North 03 deg. 44 min. 51 sec. East, 228.21 feet to a point on the South right of way line of County Highway No. 435, said point also being on the East margin of a gravel drive; thence run along said highway right of way line North 89 deg. 04 min. 29 sec. East 248.54 feet to an iron pin; thence run South 03 deg. 37 min. 31 sec. West, 1007.84 feet to an iron pin; continue said course 1005.99 feet to an iron pin at the point of intersection of the Northerly bank of the existing creek and the Northerly right of way line of County Highway No. 61; thence run along said Highway right of way line South 27 deg. 43 min. 41 sec. West 411.28 feet to the South line of Section 21; thence run along said Section line North 85 deg. 24 min. 34 sec. West 86.03 feet and back to the beginning point; being situated in Shelby County, Alabama.

*Y.T.  
D. J.  
Dunn*

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