

THIS INSTRUMENT WAS PREPARED BY:
CHARLES L. DENABURG
NAJJAR DENABURG, P.C.
2125 Morris Avenue
Birmingham, AL 35203

SEND TAX NOTICE TO:
Compass Bank
P. O. Box 10566
Birmingham, AL 35296

STATE OF ALABAMA)

JEFFERSON COUNTY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the undersigned, Charles M. Byers and Tisha A. Byers, (the "Grantors") are the owners and record title holders of all that real property situated in Shelby County, Alabama, and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Grantors have heretofore executed and delivered to Compass Bank, a servicer, as the nominee of Wells Fargo Bank Minnesota, National Association, as trustee, on behalf of Compass Residential Mortgage Trust, Series 1999-1, (the "Grantee"), those certain mortgages recorded in Instrument Number 1998/41570 in the office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"), covering the Property; and

WHEREAS, Grantors have requested that they be permitted to, and have agreed to, convey the Property to Grantee in consideration of a credit by Grantee to Grantor from and against the indebtedness secured by the Mortgage; and

WHEREAS, the Grantors and the Grantee have mutually agreed upon the credit after obtaining an appraisal of the value of the Property by a qualified MAI appraiser and Grantors acknowledge that such credit and other considerations given to Grantors by Grantee are fair,

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SHELBY COUNTY JUDGE OF PROBATE
005 HMB 24.00

equitable, beneficial and to the best interest of Grantors; and

WHEREAS, the Grantee, by the acceptance of this Deed, shall in consideration thereof, credit the agreed amount of the indebtedness secured by the Mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) cash in hand paid to the Grantors by the Grantee, the receipt of which the Grantors hereby acknowledge, and the aforesaid agreement of the Grantee to credit the agreed amount of the indebtedness secured by the Mortgage, the Grantors do hereby GRANT, BARGAIN, SELL and CONVEY unto Compass Bank, a state banking corporation, all of that certain real property situated in Shelby County, Alabama, and more particularly described in Exhibit A attached hereto and made a part hereof, together with any and all rights of redemption, statutory or equitable, of the Grantors with respect thereto. Grantors expressly make this conveyance without reservation or retention of any rights of redemption, statutory or equitable.

TO HAVE AND TO HOLD to Compass Bank, its successors and assigns, in fee simple forever.

The undersigned Grantors covenant with the Grantee that they are the owner of the Property and have a good right to sell and convey the same; that the same is free of all encumbrances except the Mortgage; and that the Grantors will forever warrant and defend the title to the Property to the Grantee, its successors and assigns, forever. All covenants and agreements made herein shall bind the Grantors and their heirs and assigns.

It is understood and agreed that the lien and title of the Mortgage shall not be merged in the title hereby conveyed, and that if for any reason this conveyance shall be held ineffective in any particular, or in the event of the setting aside of this conveyance in any proceedings instituted under the bankruptcy or other law, or in the event the survival of the lien and title of the Mortgage is

necessary or appropriate to protect the interest and complete title of Grantee, the Grantee shall be subrogated to, or shall be considered to have retained, all of its lien, title and rights under the Mortgage and the indebtedness secured thereby, and in any such event the Grantee shall have the right to proceed to a foreclosure of the Mortgage as determined by Grantee in all respects as if this instrument had not been executed.

IN WITNESS WHEREOF, the undersigned Grantors have executed this instrument and set their hands and their seals thereunto, all on this 17 day of May, 2000.

WITNESS:



WITNESS:




CHARLES M. BYERS


TISHA A. BYERS

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Charles M. Byers, a married man, 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 this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 17 day of Nov, 2000.



NOTARY PUBLIC

My Commission expires: 8-23-01

(SEAL)

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Tisha A. Byers, a married woman, 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 this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 17 day of Nov, 2000.



NOTARY PUBLIC

My Commission expires: 8-23-01

(SEAL)

EXHIBIT A

Lot 5, according to the survey of Greystone, 5th Sector, Phase II, as recorded in Map Book 17, Page 118, in the Probate Office of Shelby County, Alabama.

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