

Value \$150,000<sup>00</sup>

20050502000207910 1/1 \$161.00  
Shelby Cnty Judge of Probate, AL  
05/02/2005 11:50:53AM FILED/CERT

THIS INSTRUMENT WAS PREPARED BY:

SEND TAX NOTICE TO:

Richard C. Shuleva, Attorney  
2450 Valleydale Road  
Birmingham, Alabama 35244

Melissa Dunkin Weaver  
345 12<sup>th</sup> Street Southwest  
Alabaster, Alabama 35007

QUIT CLAIM DEED

STATE OF ALABAMA)  
COUNTY OF SHELBY)

**KNOW ALL MEN BY THESE PRESENTS**, That in consideration of **One Dollar (\$1.00)** and other good and valuable consideration, and pursuant to the Order of Shelby County Circuit Court in Case Number DR 04-453, the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, **Darian Edward Weaver, a divorced man** (herein referred to as grantor, whether one or more), do hereby remise, release, quit claim and convey to **Melissa Dunkin Weaver, a divorced woman**, (herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to wit:

All that certain parcel of land situated in the county of Shelby, State of Alabama, being known and designated as lot 1, block 2, according to the Alabaster Highlands Subdivision, as recorded in map book 4, page 43, Shelby County Records.

Assumption Clause – Veteran Assuming Responsibility

“As a part of the consideration for this conveyance, the Grantee herein expressly assumes and agrees to pay the balance owing on the two promissory notes dated April 10, 2003, in the amount of \$15,329.83, and April 22, 2004, in the amount of \$134,550.00, secured by and described in the Mortgage of each date herewith recorded in map book 4, page 43, of the official Records of Shelby County, Alabama, as stated above, and hereby expressly assumes the obligation of Darian Edward Weaver under the terms of the instrument creating said loans, to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned, this agreement of assumption being evidenced by Grantee’s acceptance of this deed.”

Grantee shall be awarded the sole and exclusive use and occupancy of this residence and be responsible for all debt owed, as aforementioned in this deed, and will indemnify and hold the Grantor harmless for any debt thereon.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS AND MORTGAGES, OF RECORD, IF ANY.

The legal description set out herein was furnished to preparer by the grantor herein without the benefit of survey or title search.

**TO HAVE AND TO HOLD** to the said Melissa Dunkin Weaver, her heirs and assigns forever.

Given under my hand and seal this 21 day of April, 2005.

*Darian Edward Weaver*  
Darian Edward Weaver

STATE OF ALABAMA )  
COUNTY OR Shelby )

Shelby County, AL 05/02/2005  
State of Alabama

Deed Tax: \$150.00

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **Darian Edward Weaver**, whose name 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 21<sup>st</sup> day of April, 2005.

3-19-05  
My Commission Expires

*Carissa*  
Notary Public