This instrument was prepared by the line in the Trust Account administered by the First helicial Bank of Simingham

P. O. Sox 1:007, Birmingham, Alabama

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STATE OF ALABAMA

SHELBY COUNTY

19740604000027020 1/2 \$.00 19740604000027020 1/2 \$.00 Shelby Cnty Judge of Probate, AL 06/04/1974 12:00:00AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Four Thousand Nine Hundred Forty Dollars (\$4,940.00) cash, and the execution of a Nineteen Thousand Seven Hundred Sixty Dollar (\$19,760.00) Purchase Money Mortgage, in hand paid by Frank Murray Dixon, a single man, to THE FIRST NATIONAL BANK OF BIRMINGHAM, Birmingham, Alabama, as Trustee under the Will of W. G. Nichols, deceased, (hereinafter called Grantor), receipt whereof is acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said Frank Murray Dixon, (hereinafter called Grantee), the following-described real estate located in Shelby County, Alabama, to-wit:

The SE% of the SE% of Section 26, Township 21 S, Range 1 E, less and except that part conveyed to the Alabama Power Company by deed recorded in Deed Book 241, Page 838, in the Probate Records of Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said Frank Murray Dixon, his heirs and assigns forever.

It is specifically understood and agreed that the Grantor has executed this deed subject to:

- 1. Ad valorem taxes due and payable October 1, 1974, which the Grantee herein assumes and agrees to pay.
- 2. Encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, or any matters not of record, which would be disclosed by an accurate survey and inspection of the premises.
- 3. Easement, flood rights and right of ways, conveyed to Alabama Power Company by deed recorded in Deed Book 241, Page 838, Probate Records of Shelby County, Alabama.

This instrument is executed without warranty or representation of any kind on part of the undersigned, express or implied; except that there are no liens or encumbrances outstanding against the premises conveyed which were created or suffered by the undersigned and not specifically excepted herein.

This instrument is executed by the undersigned solely in the representative capacity named herein and neither this instrument nor anything herein contained shall be construed as creating any indebtedness or obligation on the part of the undersigned in its individual or corporate capacities, and the undersigned expressly limits its liability hereunder to the property now or hereafter held by it in the representative capacity named.

IN WITNESS WHEREOF, THE FIRST NATIONAL BANK OF BIRMINGHAM, Birmingham, Alabama, has caused this conveyance to be executed in its name and on its behalf in its capacity as aforesaid on this the 3/57 day of May, 1974.

ATTEST:

Trust Officer:

THE FIRST NATIONAL BANK OF BIRMINGHAM, Birmingham, Alabama, as Trustee under the Will of W. G. Nichols, deceased.

Vice President and Trust Officer

STATE OF ALABAMA

SHELBY COUNTY

Given under my hand and official seal this the 31^{57} day of max, 1974.

Movember 1,1977

19740604000027020 2/2 \$.00 Shelby Cnty Judge of Probate, AL 06/04/1974 12:00:00AM FILED/CERT

BOOK 287 PAGE

REC. BK. & PAGE AS SHOWN ABOVE