This instrume[redacted] prepared by

(Name) William H. Ellis, Attorney

(Address) 1605 John A. Hand Building, Birmingham, Alabama. 35203

Form 1-1-27 Rev. 1-66

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA
Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Thousand and No/100 ($1,000.00) Dollars and other good and valuable considerations

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

John Phillip Gross and wife, Edith B. Gross,

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

Haverty Furniture Companies, Inc., a Maryland corporation,

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

19790611000072280 1/1 $.00
Shelby Cnty Judge of Probate, AL
06/11/1979 12:00:00AM FILED/CERT

Lot 10, according to the survey of Wagon Trace, as recorded in Map Book 6, page 140, in the Probate Office of Shelby County, Alabama, minerals and mining rights excepted.

1) Subject to: Ad valorem taxes due October 1, 1979;
2) Easement and building line as shown by recorded map;
3) Restrictions recorded in Misc. Volume 18, page 589, and Misc. Volume 18, 665, in the Probate Office of Shelby County, Alabama;
4) Right-of-way to Alabama Power Company recorded in Volume 303, page 198, said Probate Office;
5) Agreement to Alabama Power Company recorded in Misc. Volume 18, page 650, in said Probate Office;
6) Mortgage from John Phillip Gross and wife, Edith B. Gross, to Mortgage Corporation of the South for $43,900.00, filed for record March 27, 1978, and recorded in Volume 376, page 130, in the Probate Office of Shelby County, Alabama; subsequently transferred to Life Insurance Company of Georgia, filed for record April 14, 1978, and recorded in Misc. Volume 24, page 949, in said Probate Office; Grantors warrant that the unpaid balance on said mortgage, not crediting the sum in escrow, does not exceed $43,555.14 on April 30, 1979, and no installments are in arrears on said date.

Since the property was not assessed in grantors' names for the tax year 1978, and the amount of taxes due Oct. 1, 1979 is not now known, grantors agree to pay their portion of taxes when ascertained during the tax year in which title was in their names, viz, from Oct. 1, 1978 to the date of closing this trade. This agreement survives the closing of this trade.

TO HAVE AND TO HOLD to the said grantee, its successors ~~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 the said GRANTEES, ~~heirs~~ its successors and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted 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 GRANTEES, ~~heirs~~ its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands(s) and seal(s), this 7th day of May, 1979.

Witnesses:

(Seal) John Phillip Gross (Seal)

(Seal) Edith B. Gross (Seal)

(Seal) (Seal)

JUN 11 AM 8:34

STATE OF Florida
BREVARD COUNTY

General Acknowledgment

I, JERRY W. ALLENDER, a Notary Public in and for said County, in said State, hereby certify that John Phillip Gross and wife, Edith B. Gross, 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 official seal this 7 day of May A. D., 1979

(SEAL)

Notary Public.