21,20

197910100000131570 1/1 \$.00 Shelby Cnty Judge of Probate, AL 10/10/1979 12:00:00AM FILED/CERT

James J. Robinson, Attorney (Name) 1600 Bank for Savings Building

Birmingham, Alabama 35203

CORPORATION TORM WARRANTY DEED, JOINEY FOR THE WHILL REMAINDED TO SERVINGE

LAWYERS TITLE INSURANCE CORPORTIONS Pirmincham. Value of

STATE OF ALABAMA

(Address)

KNOW ALL MEN BY THESE PRESENTS.

COUNTY OF JEFFERSON

That in consideration of Forty-Six Thousand Nine Hundred and 00/100 (\$46,900.00)----Dollars,

Birmingham Trust National Bank,

to the undersigned grantor, a national banking association XXXXXXXXX, (herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto

Richard Allen Stephens and wife, Debra L. Stephens

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate. situated in Shelby County, Alabama, to-wit:

Lot 10 according to the survey of Brandywine, Second Sector, as recorded in Map Book 7, page 6, in the Probate Office of Shelby County, Alabama.

Subject to the following:

- 1. Taxes due in the year 1979 which are a lien but not due and payable until October 1, 1979.
- 2. 35' Building line north and west sides as shown by recorded map.
- 3. Right of way to Alabama Power Company & Southern Bell recorded in Vol. 309, page 394, in the Probate Office of Shelby County, Alabama.
- 4. Restrictions recorded in Misc. Vol. 21, page 759, in said Probate Office.

In the event of a redemption from the foreclosure evidenced by fore-closure deed recorded in Volume 321 page 121, in said Probate Office the maximum liability of Grantor to Grantees by reason thereof shall be limited to the consideration paid by Grantees for this conveyance less the amount received by Grantees for such redemption.

(1) Grantor transfers and assigns to Grantees all indebtedness that remains mowing to Grantor under that certain note (and any renewals thereof) secured by and described in that certain mortgage made by Matthews Building Company to Grantor and recorded in Book 387, Page 726 in said Probate Office.

\$42,200 of the consideration recited above was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, To the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion. And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumbrances.

that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and desend, the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons. Executive Vice

IN WITNESS WHEREOF, the said GRANTOR, by its / President, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 5TH day of October 19 79

Executive Vice President

ALABAMA STATE OF COUNTY OF JEFFERSON

undersigned

a Notary Public in and for said County in said association

State, hereby certify that James W.Rainer whose name as Exec. VicePresident of Birmingham Trust National Bank, a national banking/ XXXXXXX is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the my of Esta corporation,

wider my hand and official scal, this the 57% day of

Attorney At Law p. O. Box 58023