

This instrument prepared by:
Erle Pettus, Jr.
800 First National-Southern
Natural Building
Birmingham, Alabama 35203

STATE OF ALABAMA)

SHELBY COUNTY)

WARRANTY DEED



19801002000110790 Pg 1/4 .00
Shelby Cnty Judge of Probate, AL
10/02/1980 00:00:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Forty
Thousand Two Hundred Eighty & no/100 (\$40,280.00) Dollars cash and a
purchase money mortgage in the amount of Two Hundred Fifty Thousand &
no/100 (\$250,000.00) Dollars executed contemporaneously herewith to the
undersigned grantor, Bank of the Southeast, a corporation, in hand paid
and delivered by Harold R. Walker and wife, Frances J. Walker, the
receipt of which is hereby acknowledged, the said Bank of the Southeast,
a corporation, (hereinafter referred to as grantor) does by these presents
grant, bargain, sell and convey unto Harold R. Walker and wife, Frances
J. Walker (hereinafter 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:

The NW1/4 of the NW1/4; the NE1/4 of the NW1/4, and the NW1/4
of the NE1/4 of Section 19, Township 20 South, Range 2 West.
EXCEPTING, however, from the NW1/4 of the NW1/4 of Section 19,
Township 20 South, Range 2 West, 1.44 acres in the Northwest
corner, more particularly described as follows: Begin at the
N.W. corner of the NW1/4 of the NW1/4 of Section 19, Township
20 South, Range 2 West; thence run South along the West boundary
line of said NW1/4 of the NW1/4, Section 19, Township 20
South, Range 2 West, for 96.63 feet; thence turn an angle of
52 deg. 41' to the left and run Southeasterly 98.80 feet;
thence run East parallel with the North boundary line of the
NW1/4 of the NW1/4 of Section 19, Township 20 South, Range 2
West, for 338.84 feet; thence run North parallel with the West
boundary line of the NW1/4 of the NW1/4 of Section 19, Township
20 South, Range 2 West, 156.53 feet, more or less, to a point
on the North boundary line of the NW1/4 of the NW1/4 of Section
19, Township 20 South, Range 2 West; thence run West along the
North boundary line of the NW1/4 of the NW1/4 of Section 19,
Township 20 South, Range 2 West, for 417.42 feet, more or
less, to the point of beginning. ALSO, a parcel of land
situated in and being part of the NE1/4 of the NE1/4 of Section
24, Township 20 South, Range 3 West, and the SE1/4 of the
SE1/4 of Section 13, Township 20 South, Range 3 West, more
particularly described as follows: From the Northeast corner
of Section 24, Township 20 South, Range 3 West, run South
along the East boundary line of said Section 24, Township 20
South, Range 3 West for 96.63 feet to the point of beginning
of the land herein described; thence turn an angle of 127 deg.

Alabama Title, Inc.

P.O. BOX 689
PELHAM, AL 35124
Phone 988-5600

19' to the right and run Northwesterly 158.0 feet; thence turn an angle of 11 deg. 30' to the left and continue Northwesterly 30.0 feet, more or less, to a point on the East right-of-way line of the Fungo Road; thence turn an angle of 84 deg. 15' to the left and run Southwesterly along the East right-of-way line of said Fungo Road 20.0 feet; thence turn an angle of 84 deg. 15' to the left and run Southeasterly 207.62 feet, more or less, to a point on the East boundary line of Section 24, Twp. 20 South, Range 3 West; thence turn an angle of 127 deg. 19' to the left and run North along the East boundary of Section 24, Township 20 South, Range 3 West, for 37.72 feet, more or less, to the point of beginning. This tract of land being a part of the NE1/4 of NE1/4 of Section 24, Township 20 South, Range 3 West and part of the SE1/4 of SE1/4 of Section 13, Township 20 South, Range 3 West. Subject to that certain agreement for common driveway dated October 17, 1960, by and between Claude C. Williams and wife, Edna Joyce Williams, and Young Quan and wife, May C. Quan, recorded in Volume 212, Page 44, in the Probate Office of Shelby County, Alabama. Subject to the right, if any, that Robert A. Hodges and wife, Helen V. Hodges, have to that portion of said property which lies in SE1/4 of SE1/4 of Sec. 13, Township 20, Range 3 West.

Subject to the following:

1. Taxes due October 1, 1981.
2. Easements to Plantation Pipeline Company in Deed Book 112, page 583, and in Deed Book 112, page 328 filed in the Probate Office of Shelby County, Alabama.
3. Transmission line permits to Alabama Power Company in Deed Book 127, page 397; in Deed Book 127, page 378; in Deed Book 127, page 377; in Deed Book 184, page 417; in Deed Book 215, page 331 filed in said Probate Office.
4. Rights-of-way easement to Shelby County recorded in Deed Book 205, page 87, and in Deed Book 205, page 95 in said Probate Office.
5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as to that portion lying in the NW1/4 of NW1/4; NE1/4 of NW1/4 of NE1/4 of Section 19, Township 20, Range 2 West.
6. Subject to the right, if any, that Robert A. Hodges and wife, Helen V. Hodges, hold to that portion of the property which lies in the SE 1/4 of SE 1/4 of Section 13, Township 20, Range 3W.
7. All rights outstanding by reason of statutory right of redemption from the foreclosure of that certain mortgage recorded in Mortgage Book 380 Page 994, which mortgage recites that it secures the same indebtedness as that described in mortgage recorded in Mortgage Book 375 Page 691, and that said mortgage substitutes subject land as collateral for said previous mortgage. This said commitment is subject to the statutory rights of redemption to the following:

(a) In favor of Jack C. Caddell and/or wife, Catherine W. Caddell, and any other person, firm or corporation, having the right of redemption under the laws of the State of Alabama, including, but not limited to the mortgagees in the following mortgages executed by Jack C. Caddell and/or wife, Catherine Caddell to the First Shelby National Bank, as follows:

BOOK 328 PAGE 870

1. Mortgage recorded in Mortgage Book 387, Page 219.
2. Mortgage recorded in Mortgage Book 394 Page 255.

(b) In favor of the owners of Judgments filed subsequent to the recordation date of the foreclosed mortgage as follows:

1. Judgment in favor of Arnold Shiland in Judgment Book 0 Page 370.
2. Judgment in favor of SE Porcelain, etc. in Judgment Book 0 Page 506.
3. Judgment in favor of William H. Cummings, in Judgment Book 0 Page 534.
4. Judgment in favor of Bank of Southeast in Judgment Book 0 Page 608.

all in Probate Office of Shelby County, Alabama, and any other creditors who obtains a judgment within the time provided in Section 6-5-239, Code of Alabama, 1975;

(c) Also subject to any statutory lien (Section 35-11-211) of any mechanic's and Materialmen's lien recorded subsequent to the recordation date of the foreclosed mortgage, including the following lien:

1. Lien in favor of Moore-Handley, Inc. filed January 3, 1980, in Mechanic Lien Book 4 Page 443 in amount of \$3,179.11.

These rights of redemption exists for a period of one year from the date of foreclosure, which was the 10th day of December, 1979, as evidenced by foreclosure deed to the Bank of the Southeast, Birmingham, Alabama, recorded in Deed Book 323 Page 781 in Probate Office.

8. Subject to agreement to Claude Williams and wife, Ann Young Quan, and May Quan, dated October 17, 1960, recorded in Deed Book 212, page 44, in said Probate Office.

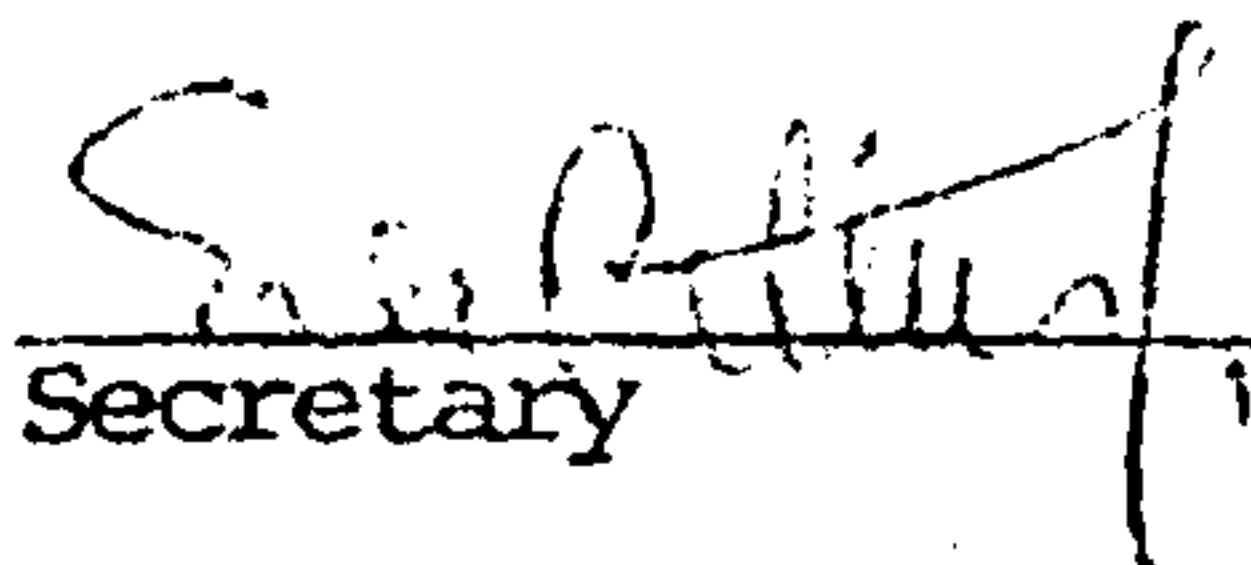
9. Deed to State of Alabama dated November 3, 1960, recorded in Deed Book 320, page 10, in said Probate Office.

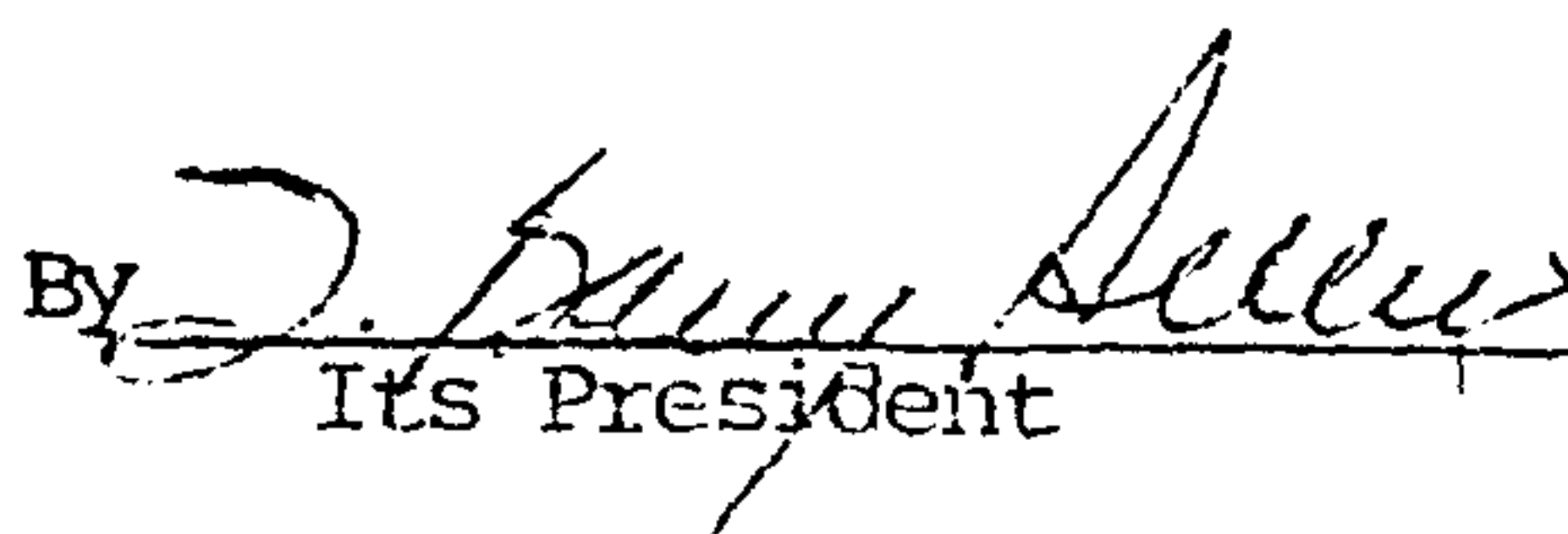
TO HAVE AND TO HOLD to the said Harold R. Walker and wife, Frances J. Walker, their heirs and assigns forever and the said grantor does for itself, its successors and assigns, covenant with the said grantees their heirs and assigns that it is lawfully seized in fee simple of said premises, that they are free of all encumbrances unless otherwise noted above, 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 defend the same to the same grantees, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Bank of the Southeast by its President, J. Barry Sellers, who is authorized to execute this conveyance, has hereto set his signature and seal, this the 30th day of September, 1980.

BANK OF THE SOUTHEAST

ATTEST:


Secretary

By 
Its President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, ROBERT R SEXTON, a Notary Public in and for said County, in said State, hereby certify that J. Barry Sellers, whose name as President of Bank of the Southeast, a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 30th day of September, 1980.

Robert R Sexton
Notary Public

BOOK 328 PAGE 871

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED

1980 OCT -2 AM 9:06

Thomas A. Shanderson, Jr.
JUDGE OF PROBATE

Deed tax - 40.50
Rec. 6.00
Ind. 1.00
47.50