


STATE OF ALABAMA)

SHELBY COUNTY)



19810112000003400 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
01/12/1981 00:00:00 FILED/CERTIFIED

In consideration of one hundred dollars (\$100.00) and other good and valuable considerations paid to The First National Bank of Birmingham, a national banking association, (hereinafter called Grantor) by Thomas E. Spencer and Pamela A. Spencer (hereinafter called Grantees), the receipt of which the Grantor hereby acknowledges, the Grantor does hereby grant, bargain, sell and convey unto the 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:

BOOK 330 PAGE 629

Lot 41, according to the Survey of the Third Addition, Riverchase West Residential Subdivision, as recorded in Map Book 7, page 139, in the office of the Judge of Probate of Shelby County, Alabama.

This conveyance is made subject to: (1) real estate ad valorem taxes for the tax year ending September 30, 1981; (2) all rights of redemption arising out of, or in connection with, the foreclosure of two mortgages on the above described real estate, which mortgages were executed by Pettis Construction Company, Inc. to The First National Bank of Birmingham, one of said mortgages being recorded in Mortgage Book 392, page 615 and the other mortgage being recorded in Mortgage Book 393, page 488, and said mortgages were foreclosed on December 15, 1980, said real estate was sold to the Grantor at the foreclosure sale and was conveyed to the Grantor by a deed recorded in Deed Book 330, page 627; (3) oil, gas, petroleum and sulphur, together with all rights incident thereto, as reserved in deed from Wesley W. West, et al. to George W. Young, which deed was recorded in Deed Book 127, page 140; (4) right of way granted to Alabama Power Company by instruments recorded in Miscellaneous Volume 30, page 428 and Deed Book 320, page 349; (5) restrictions contained in instruments recorded in Miscellaneous Volume 30, page 443, Miscellaneous Volume 14, page 536, Miscellaneous Volume 14, page 460 and Miscellaneous Volume 17, page 550;

Jay L. Little

(6) a 10-foot easement on the northeast side of the above described real estate, as shown on the recorded map; (7) all existing rights of way, encroachments, party walls, building restrictions, zoning laws and regulations, recorded and/or unrecorded easements, deficiency in quantity of ground, overlaps, overhangs, any discrepancies or conflicts in boundary lines, or any matters not of record which would be disclosed by an inspection and survey of the above described real estate. (When an instrument is referred to herein as recorded, it is recorded in the office of the Judge of Probate of Shelby County, Alabama).

To have and to hold to the 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.

The Grantor is not making any warranty, express or implied, in connection with the present or future condition of the above described real estate or the house or other improvements located thereon; said real estate, house and improvements are being conveyed to the Grantees in their "AS IS" condition.

Eighty-two thousand seven hundred and no/100 dollars (\$82,700.00) of the purchase price of the real estate referred to hereinbefore was paid from the proceeds of a mortgage loan, made by the Grantor to the Grantees, closed simultaneously with the delivery of this deed.

In witness whereof, The First National Bank of Birmingham has caused this instrument to be executed by its duly authorized corporate officer, on this 31st day of December, 1980.

ATTEST:

[Signature]
Its _____

THE FIRST NATIONAL BANK
BIRMINGHAM

By [Signature]
Its _____

