

This instrument was prepared by

(Name) Dale Corley 314

(Address) 1933 Montgomery Highway

19810511000051950 Pg 1/1 .00
Shelby Cnty Judge of Probate, AL
05/11/1981 00:00:00 FILED/CERTIFIED

WARRENTY DEED - LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

Jefferson COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Twenty Five Thousand and 00/100 Dollars

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

Charles A. Yarbrough and wife, Carolyn G. Yarbrough

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

Thomas Anthony Pace

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

Unit 111, in Cambrian Wood Condominium, located in Shelby County, Alabama, as established by Declaration of Condominium, By Laws and Amendments thereto as recorded in Misc. Book 12 page 87, in the Probate Office of Shelby County, Alabama, and amended by Misc. Book 13, page 2 and Misc. Book 13, page 4, in said Probate Office, together with an undivided .0111225% interest in the common elements as set forth in said declaration.

Subject to:

1. Current taxes
2. Easement as shown on condominium map.
3. Terms and conditions as set forth in the Declaration of Condominium, By Laws & Amendments as recorded in Map Book 12, page 87 as amended by Misc. Book 13, page 2 and Misc. Book 13, page 4, in the Probate Office of Shelby County, Alabama.
4. Limitations and conditions set forth in the Condominium Act.

And as further consideration the grantee herein expressly assume and promise to pay that certain mortgage to Charter Mortgage Company, recorded in Volume 345, page 745, corrected by Volume 350, page 564, and assigned to Clayton Federal Savings & Loan Association in Book 14, page 332, in said Probate Office, according to the terms and conditions of said mortgage and the indebtedness thereby secured.

\$21,000.00 of the purchase price recited above was paid from a purchase money second mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD to the said grantee, 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, their heirs 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, their heirs 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, 1981

(Seal)

Charles A. Yarbrough (Seal)

(Seal)

Carolyn G. Yarbrough (Seal)

STATE OF ALABAMA

Jefferson COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles A. Yarbrough and wife, Carolyn G. Yarbrough, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on the day the same bears date.

Given under my hand and official seal this 7th day of May, A. D. 1981

CORRECTION: P. 300, L. 10, "and" should be "and"

Notary Public