

This instrument was prepared by

(Name).....Randolph H. Schneider, Attorney at Law

(Address).....1760 The Exchange, Suite 200-A, Atlanta, Georgia 30339

Form 1-1-27 Rev. 1-66

WARRANTY DEED—

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS:

C \$ 15,753.03

That in consideration of TEN AND NO/100 and other good and valuable consideration(\$10.00)

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

DAVID ALLEN SANBORN and his wife, DIANE GOODMAN SANBORN

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

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, A NEW YORK CORPORATION

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

Lot 11, according to the Survey of Cahaba Manor Town Homes, First Addition, as recorded in Map Book 7, page 57, in the Office of the Judge of Probate of Shelby County, Alabama, except a part of Lot 11 more particularly described as follows: Begin at the Southeast Corner of Lot 10 of said subdivision thence in a Northwesterly direction along the east property line of said Lot 10, a distance of 93.52 feet; thence 16 degrees 09' right, in a Northwesterly direction a distance of 17.98 feet; thence 163 degrees 51' right, in a Southeasterly direction, a distance of 114.06 feet; thence 123 degrees 14' 30" right, in a Westerly direction, a distance of 5.98 feet to the point of beginning.

Subject to easements and restrictions of record.

Subject to that certain mortgage in favor of Real Estate Financing, Incorporated, dated August 30, 1978, and recorded in Book 382, at page 627, in the Office of the Judge of Probate for Shelby County, Alabama.

Sales Price of the property is \$49,500.00, of which \$33,746.97 is represented by the assumption of the hereinabove described mortgage loan.

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 day of December, 1981.

Deed Tax 16.00
Rec 1.50
Bond 1.00
18.50
1981 DEC -8 AM 9:03
(Seal)

David Allen Sanborn (Seal)
DAVID ALLEN SANBORN
Diane Goodman Sanborn (Seal)
DIANE GOODMAN SANBORN
(Seal)

STATE OF ALABAMA

Madison COUNTY

General Acknowledgment

I, Charles E. Porterfield III, a Notary Public in and for said County, in said State, hereby certify that David Allen Sanborn and his wife, Diane Goodman Sanborn, whose name is signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that they are informed of the contents of the conveyance they have executed the same voluntarily on the day the same bears date.
(Given under my hand and official seal this day of December, A. D. 1981)

PORTERFIELD, SCHOLL, BAINBRIDGE

MIMS, IK & HARPER, P.A.

2 OFFICE PARK CIRCLE

Notary Public.