

(Name) Wade H. Morton, Jr., Attorney at Law

(Address) P O Box 1227, Columbiana, Alabama 35051

Form 1-1-27 Rev. 1-66

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of ONE and NO/100 (\$1.00) DOLLARS and other good and valuable consideration and the Grantees' assumption of the hereafter described mortgage and the indebtedness secured thereby

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

CHARLES WILLIAM DAVENPORT and wife, JULIA M. DAVENPORT,

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

JEROME FIORELLA and JOHN E. MEDARIS

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

Lot 2, according to the survey of Oakdale Estates as recorded in Map Book 5, at Page 98, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to the following described mortgage and to all easements, restrictions and encumbrances of record, and subject to ad valorem taxes for 1981 and subsequent years.

As part of the consideration for this conveyance, the Grantees hereby assume and agree to pay as the same shall become due subsequent to November 30, 1981 and in accordance with its terms and conditions the unpaid balance of the indebtedness secured by that certain mortgage executed by Francis Scott Duff and wife, Marilyn M. Duff, to Real Estate Financing, Inc. dated December 1, 1978 and recorded in Mortgage Book 386, at Pages 431-434, in the Office of the Judge of Probate of Shelby County, Alabama. This being a reassumption of this mortgage by the Grantees herein, who were the Grantors in the previous deed between the parties dated July 27, 1981 and recorded in Deed Book 334, at Page 151, in said Probate Records, and who initially assumed this mortgage under that certain deed to them, as Grantees, from Francis Scott Duff and wife, Marilyn M. Duff, acknowledged on June 4, 1981, and recorded in Deed Book 333, at Page 191, in said Probate Records.

The Grantors herein retain the right of possession to and including December 7, 1981.

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 20th day of November, 1981.

Deed TAX .50  
Rec 1.50  
Ind 1.00  
3.00  
1982 JAN -7 AM 9:46  
(Seal)  
(Seal)  
(Seal)

✓ Charles William Davenport (Seal)  
Charles William Davenport  
✓ Julia M. Davenport (Seal)  
Julia M. Davenport

STATE OF ALABAMA  
SHELBY COUNTY

General Acknowledgment

I, Margaret Nivens, a Notary Public in and for said County, in said State, hereby certify that Charles William Davenport and wife, Julia M. Davenport, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of November

JOHN E. MEDARIS

ATTORNEY AT LAW  
P. O. Box 766  
Montgomery, AL 36102

Margaret Nivens

