

STATE OF ALABAMA)  
SHELBY COUNTY)

694

MORTGAGE EXCEEDS  
VALUE OF PROPERTY  
SEE EXHIBIT "B"

WARRANTY DEED

Know all men by these presents, that for the sum of One Dollar (\$1.00) and other good and valuable consideration to the undersigned Grantor, George B. Juneman, a single man, (the "Grantor"), in hand paid by Birmingham Trust National Bank, (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged by Grantor and in further consideration of the covenants, agreements, warranties and representations hereinafter set forth, the undersigned Grantor does by these presents, grant, bargain, sell, assign, transfer and convey unto the Grantee, its successors and assigns the real estate (the "Real Estate") described in Exhibit "A" attached hereto and expressly incorporated herein by reference made a part hereof, situated in Shelby County, Alabama.

Grantor represents, warrants, covenants and agrees with Grantee as follows:

1. This deed is not, nor is it intended to be, a deed in lieu of foreclosure of the Mortgages, but is instead an absolute deed for full, due, good, valuable and sufficient consideration.

2. No merger of title shall exist or occur as a result of this conveyance, and the Mortgages shall remain outstanding, unaffected by this conveyance, securing the total indebtedness, and the Mortgages shall be subject to foreclosure according to their terms and under law by the holder thereof.

3. This conveyance is not given as a preference against other creditors of Grantor; and the indebtednesses are in excess of the fair market value of the property conveyed hereunder.

4. This deed is given as a result of Grantor's requests that Grantee accept the same and constitute Grantor's free and voluntary acts.

5. Grantor, in executing this deed, is not acting under any duress, undue influence, misapprehension or misrepresentation by Grantee and it is the intention of Grantor to convey by this deed all of the Grantor's right, title and interest absolutely in and to the Real Estate, with no rights whatsoever remaining in Grantor or his heirs, administrators, executors, successors, representatives or assigns pertaining to said Real Estate.

This conveyance is made subject to the following:

(a) Those certain Mortgages executed by the Grantor herein to the Grantee, more fully set out in Exhibit "B" attached hereto and incorporated herein.

(b) Such other matters appearing of record.

To have and to hold to Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused this deed to be properly executed under his hand and seal this 18th day of Jan, 1982

George B. Juneman  
GEORGE B. JUNEMAN

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that George B. Juneman, a single man, whose name 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 said conveyance, he executed same voluntarily on the day and year same bears date.

Given under my hand and official seal this 18 day of Jan, 1982.

David D. Wining  
Notary Public

Birmingham, School of Law

BOOK 337 PAGE 574

EXHIBIT "A"

Lots 224, 277, 279 and 280 according to the survey of Chandalar South, Sixth Sector as recorded in Map Book 7, Page 49 in the Probate Office of Shelby County, Alabama.

BOOK 337 PAGE 575

## EXHIBIT "B"

Mortgage executed by Regency Homebuilders, Inc. to Birmingham Trust National Bank filed for record August 17, 1978 and recorded in Volume 381, Page 885 in the Probate Office of Shelby County, Alabama (Lot 224)

Mortgage executed by Regency Homebuilders, Inc. to Birmingham Trust National Bank filed for record April 2, 1979 and recorded in Volume 390, Page 25 in the Probate Office of Shelby County, Alabama. (Lot 224)

Mortgage executed by Regency Homebuilders, Inc. to Birmingham Trust National Bank filed for record June 30, 1978 and recorded in Volume 379, Page 978 in the Probate Office of Shelby County, Alabama. (Lot 277)

Mortgage executed by Regency Homebuilders, Inc. to Birmingham Trust National Bank filed for record April 2, 1979 and recorded in Volume 390, Page 49 in the Probate Office of Shelby County, Alabama. (Lot 277)

Mortgage executed by Regency Homebuilders, Inc. to Birmingham Trust National Bank filed for record August 17, 1978 and recorded in Volume 381, Page 891 in the Probate Office of Shelby County, Alabama. (Lot 279)

Mortgage executed by Regency Homebuilders, Inc. to Birmingham Trust National Bank filed for record January 29, 1979 and recorded in Volume 387, Page 776 in the Probate Office of Shelby County, Alabama. (Lot 279)

Mortgage executed by Regency Homebuilders, Inc. to Birmingham Trust National Bank recorded in Volume 390, Page 43 in the Probate Office of Shelby County, Alabama. (Lot 279)

Mortgage executed by Regency Homebuilders, Inc. to Birmingham Trust National Bank recorded in Volume 381, Page 894 in the Probate Office of Shelby County, Alabama. (Lot 280)

Mortgage executed by Regency Homebuilders, Inc. to Birmingham Trust National Bank recorded in Volume 387, Page 779 in the Probate Office of Shelby County, Alabama. (Lot 280

Mortgage executed by Regency Homebuilders, Inc. to Birmingham Trust National Bank filed for record April 2, 1979 and recorded in Volume 390, Page 31 in the Probate Office of Shelby County, Alabama. (Lot 280)

Subject to that Judgment in Real Volume 2141, Page 930, case number SM 81-19512, in favor of Alabama Gas Corporation, against Regency Homebuilders, Inc. in the amount of \$190.74, costs \$17.00, Attorney Gordon, Cleveland, dated December 7, 1981, filed for record on December 11, 1981 at 8:03 A.M.

7, 1986 filed for reco  
STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1982 JAN 29 PM 3 24  
1982 JAN 29 PM 3 24  
JUDGE OF PROBATE  
JUDGE OF PROBATE

Need Tax. 50  
Rec 4.50  
Ind 1.00  

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6.00