

STATE OF ALABAMA

SHELBY COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That for the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration to the undersigned grantors, JERRY M. CAFFEE and wife, GLORIA F. CAFFEE (herein referred to as the "Grantors"), in hand paid by BIRMINGHAM TRUST NATIONAL BANK, a national banking association (herein referred to as the "Grantee"), the receipt and sufficiency of which are hereby acknowledged by Grantors, and in further consideration of the agreements, warranties and representations hereinafter set forth, the undersigned Grantors do by these presents, grant, bargain, sell, assign, transfer and convey unto Grantee, its successors and assigns, the following described real estate lying and being in Shelby County, Alabama, to-wit:

Lot 17, according to the survey of Chandalar South, First Sector, as recorded in Map Book 5, Page 106 in the Probate Office of Shelby County, Alabama.

Grantors agree, warrant and represent as follows:

1. Grantors are in default in the payment of Grantors' indebtedness owing to Grantee (the "Indebtedness") secured by a mortgage (the "Mortgage") dated August 6, 1979 and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Book 394, Page 876.
2. The Grantors have requested that the Grantee treat the Indebtedness as being non-recourse, and in consideration of this deed, and other good and valuable consideration, the Grantee has entered into an agreement with the Grantors wherein the Grantee has agreed to treat the Indebtedness as being non-recourse such that the Grantee will not seek any personal judgment against the Grantors for payment of the Indebtedness by direct action or by deficiency judgment after foreclosure or otherwise except upon the occurrence of

certain conditions subsequent specifically set forth in such agreement.

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

4. No merger of title shall exist or occur as a result of this conveyance and the Mortgage shall remain outstanding, unaffected by this conveyance, securing the total Indebtedness and the Mortgage shall be subject to foreclosure according to its terms and under law by the Grantee.

5. This conveyance is not given as a preference against other creditors of the Grantors, and the Indebtedness is in excess of the fair market value of the property conveyed hereunder.

6. This deed is given as a result of Grantors' request that Grantee accept the same and constitutes Grantors' free and voluntary act.

7. Grantors, in executing this deed, are not acting under any duress, undue influence, misapprehension or misrepresentation by Grantee, and it is the intention of the Grantors to convey by this deed all the Grantors' right, title and interest absolutely in and to the real estate hereinabove described, with no rights whatsoever remaining to the Grantors or their heirs and assigns pertaining to said property.

This conveyance is made subject to the following:

1. Prior mortgage made by Grantors to Home Federal Savings & Loan Association recorded in the Office of the Judge of Probate of Shelby County, Alabama in Book 345, Page 817;

2. Taxes for the year 1982 which are a lien but not yet due and payable;

3. 35 foot building line as shown on recorded map;

4. Easement to Alabama Power Company recorded in Book 264, Page 28 in said Probate Office;

5. Restrictions recorded in miscellaneous Book 2, Page 707 in said Probate Office; and

6. Easement to Southern Bell recorded in Book 280, Page 752 in said Probate Office.

TO HAVE AND TO HOLD to Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 5th day of March, 1982.

GRANTORS:

Jerry M. Caffee (SEAL)
JERRY M. CAFFEE

Gloria F. Caffee (SEAL)
GLORIA F. CAFFEE

ACKNOWLEDGMENT

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county, in said state, hereby certify that Jerry M. Caffee and wife, Gloria F. Caffee whose names are signed to the foregoing conveyance, and who are known to me, acknowledge 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 5th day of March, 1982.

Leona M. Naeger
Notary Public

My commission expires

My Commission Expires July 8, 1985

This instrument was prepared by:

James J. Robinson
1600 Bank for Savings Bldg.
Birmingham, AL 35203
Telephone: (205) 251-3000

STATE OF ALA. SINGLY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1982 APR -2 AM 8:25
JUDGE OF PROBATE
Deed THX. 50
Rec H. 50
Jud 1.00
6.00