

5-81

STATE OF ALABAMA)
)
SHELBY COUNTY)

In consideration of one hundred dollars (\$100.00) and other good and valuable considerations paid to The First National Bank of Birmingham, a national banking association, (hereinafter called Grantor) by _____

Bernard F. Mallett and wife, Patricia M. Mallett

(hereinafter called Grantees), the receipt of which the Grantor hereby acknowledges, the Grantor does hereby grant, bargain, sell and convey unto the Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County:

Lot 20, according to the survey of Sunnybrook Subdivision, First Addition as recorded in Map Book 7, page 1 in the Probate Office of Shelby County, Alabama. This conveyance is made subject to: (1) real estate ad valorem taxes for the tax year ending September 30, 1982; (2) all rights of redemption arising out of, or in connection with, the foreclosure of a mortgage on the above described real estate, which mortgage was executed by Winford Homes, Inc. to The First National Bank of Birmingham, was recorded in Book 395, page 555 and was foreclosed on July 20, 1981, said real estate was sold to the Grantor at said foreclosure sale and was conveyed to the Grantor by a deed recorded in Book 334, page 155; (3) all existing rights-of-way, encroachments, party walls, building restrictions, zoning laws and regulations, recorded and/or unrecorded easements, deficiency in quantity of ground, overlaps, overhangs, any discrepancies or conflicts in boundary lines and any matters not of record which would be disclosed by an inspection and survey of the above described real estate; (4) agreement with Alabama Power Company as to underground cables recorded in Deed Book 309, page 358 and in Deed Book 323, page 490; (5) easement to Colonial Pipeline Company as shown by instrument recorded in Deed Book 220, page 503. (When an instrument is referred to herein as recorded, it is recorded in the Probate Office of Shelby County, Alabama).

The Bank (Seller) is making no representations, warranties, or covenants regarding: (a) the suitability or fitness of the above described real estate for any purpose or use, including, but not limited to, the placement and use of a septic tank, field lines and pipes, or (b) the condition of the soil and its capacity to percolate.

To have and to hold to the Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

Fifty-eight thousand five hundred & no/100 Dollars

(\$ 58,500.00) of the purchase price of the above described real estate was paid from the proceeds of a mortgage loan, made by Engel Mortgage Company, Inc. to the Grantees, closed simultaneously with the delivery of this deed.

Courtney H. Mason

BOOK 339 PAGE 810

