

NOTE: The indebtedness listed below exceeds the fair market value of the property.

THIS INSTRUMENT PREPARED BY:

Charles L. Denaburg
2125 Morris Avenue
Birmingham, Al. 35203

SEND TAX NOTICES TO:

Birmingham Trust National Bank
P. O. Box 2554
Birmingham, AL 35290

STATE OF ALABAMA
SHELBY COUNTY

WARRANTY DEED

KNOW ALL BY THESE PRESENTS, That for the sum of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned Grantor, Sunny Meadows, an Alabama general partnership, in hand paid by Birmingham Trust National Bank, 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 ("Real Estate") described in Exhibit "A" attached hereto and incorporated herein by reference and 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 and 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 request that Grantee accept the same and constitutes 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 its heirs, administrators, executors, successors, representatives or assigns, pertaining to said Real Estate.

This conveyance is made subject to the following:

- (a) That certain mortgage executed by Sunny Meadows Development Co., Inc. to Birmingham Trust National Bank dated January 18, 1978, and recorded in Mortgage Book 373, Page 842, in the Probate Office of Shelby County, Alabama.
- (b) That certain mortgage executed by Sunny Meadows Development Company, Inc. to Birmingham Trust National Bank dated April 24, 1978, and recorded in Mortgage Book 377, Page 238, in the Probate Office of Shelby County, Alabama.
- (c) That certain mortgage executed by Sunny Meadows, an Alabama general partnership, to Birmingham Trust National Bank dated March 10, 1980, and recorded in Mortgage Book 401, Page 324, in the Probate Office of Shelby County, Alabama.

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

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed on this 2nd day of June, 1982.

RETURN TO:
DENABURG, SCHOEL, MEYERSON, OGLE,
2125 Morris Avenue
Birmingham, AL 35203

SUNNY MEADOWS, an Alabama general partnership

BY: Roy L. Martin
Roy L. Martin, General Partner

BY: Sherwood J. Stamps
Sherwood J. Stamps, General Partner

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Roy L. Martin and Sherwood J. Stamps, whose names as General Partners of Sunny Meadows, an Alabama general partnership, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily in said capacity and on behalf of said general partnership.

GIVEN under my hand and seal, this 2nd day of June, 1982.


NOTARY PUBLIC

EXHIBIT "A"

Part of Section 14, Township 19 South, Range 2 West, more particularly described as follows: Begin at the Northeast corner of said Section 14, Township 19 South, Range 2 West, and run southerly 1999.54 feet along the Easterly line of said Section 14 to a point; thence right 92 deg. 01 min. 30 sec. and run Westerly 1300.0 feet to a point; thence left 92 deg. 01 min. 30 sec. and run southerly 1539.88 feet to a point on the northwesterly right-of-way of Shelby County Road No. 14; thence right 60 deg. 55 min. and run Southwesterly 1855.25 feet along said Northwesterly right-of-way line to a point; thence right 119 deg. 28 min. and run Northerly 726.74 feet to a point; thence left 81 deg. 42 min. and run Northwesterly 1065.0 feet to a point on the Westerly line of the East Half of the West Half of said Section 14; thence right 81 deg. 42 min. and run North 3628.3 feet along said Westerly line to a point on the Northerly line of said Section 14; thence right 91 deg. 20 min. and run Easterly 3949.50 feet along said Northerly line to the point of beginning. THERE IS EXCEPTED HEREFROM CERTAIN LOTS IN SUNNY MEADOWS, DESCRIBED AS FOLLOWS:

Lots 2, 3 and 51 in Block 1; Lots 9, 10, 18, 21, and 24 in Block 4; Lots 1, 2, 4, 9 and 10 in Block 5; and Lots 2, 5 and 6 in Block 7, all according to survey of Sunny Meadows, as recorded in Map Book 8 Pages 18 A, B & C in the Probate Office of Shelby County, Alabama;

Also EXCEPT Lots 4, 5, 8, 24, 25, 26, 27 and 44 in Block 1; and Lot 10 in Block 2, according to the survey of Sunny Meadows, Phase Two, as recorded in Map Book 8 Pages 19 A & B in the Probate Office of Shelby County, Alabama.

SUNNY MEADOWS, an Alabama general
partnership

By Roy L. Martin
Roy L. Martin, General Partner

By Sherwood J. Stamps
Sherwood J. Stamps, General Partner

NO TAX COLLECTED

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1982 JUN -4 AM 10:42

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec 450
Adj 100
550