

Send Tax Notice to:
 Citicorp Person-to-Person Financial
 Center, Inc. (June)
 P. O. Box 11466
 Birmingham, Alabama 35202

This instrument was prepared by:
 Carla J. Marshall
 Citicorp Person-to-Person Financial
 Center, Inc.
 P. O. Box 11466
 Birmingham, Alabama 35202

STATE OF ALABAMA)

COUNTY OF SHELBY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned Elwood M. June and wife, Gisela M. June, herein referred to as "Grantors", in hand paid by CITICORP PERSON-TO-PERSON FINANCIAL CENTER, INC., herein referred to as "Grantee", the receipt of which is hereby acknowledged, the said Grantors do by these presents grant, bargain, sell and convey unto the said Grantee, the hereinafter described real estate situated in Shelby County, Alabama to-wit:

Lot 58, according to the Map of Chandalar South, First Sector, as recorded in Map Book 5, Page 106, in the Office of the Judge of Probate of Shelby County, Alabama.

This conveyance is made subject to the following:

1. Ad valorem taxes due 10/1/82.
2. 35 foot building set back line from Chandalar Lane; and 7.5 foot easement on Southeast boundary line of property.
3. Restrictions appearing of record in Misc. Book 2, Page 707.
4. Agreement with Alabama Power Company for underground residential distribution as recorded in Deed Volume 277, Page 471.
5. Right of Way granted to Alabama Power by instrument(s) recorded in Deed Volume 278, Page 477.
6. Mortgage executed by Olen D. Humphries and wife, Robbie Humphries, to Jefferson Federal Savings & Loan Association of Birmingham, in the amount of \$43,900.00, dated July 26, 1973, filed for record July 30, 1973, recorded in Mortgage Book 332, Page 749, Shelby County, Alabama.

This deed is given for a new and valuable consideration and is not a deed in lieu of foreclosure of that certain mortgage from Elwood M. June and wife, Gisela M. June, to CITICORP PERSON-TO-PERSON FINANCIAL CENTER, INC., dated May 24, 1982, and recorded in Real Volume 420, Page 911, Office of the Judge of Probate of Shelby County, Alabama, which secured the principal sum of Twenty Eight Thousand, Three Hundred Forty Eight and 71/100 Dollars (28,348.71).

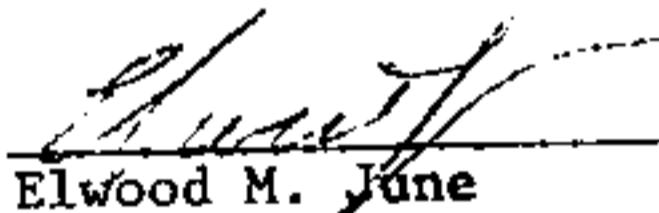
This conveyance is executed voluntarily and upon payment of the consideration stated herein, and the undersigned waive any and all rights of redemption, which they might have in connection with that certain mortgage referred to hereinabove.

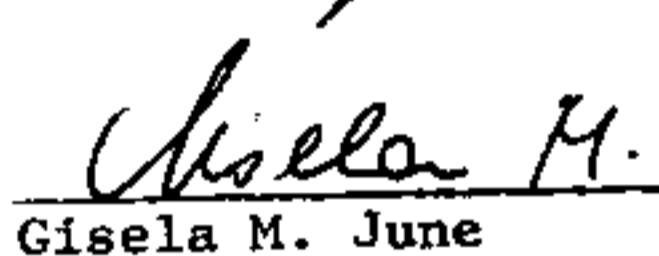
It is understood and agreed that the lien and title of the mortgage referred to hereinabove shall be merged in the title hereby conveyed ONLY in the event of the full effectiveness of this conveyance, according to the terms and provisions expressed herein, and that, if for any reason, this conveyance shall be held ineffective in any particular, or in the event of the setting aside of this conveyance in any proceedings, instituted under the Bankruptcy Code or otherwise, the Grantee shall be subrogated to, or shall be considered to have retained, all of its lien, title, and rights under the mortgage, and the indebtedness secured thereby, and, in any such event, said Grantee shall have the right to proceed to a foreclosure of the mortgage in all respects as if this instrument had not been executed and delivered to the Grantee. Further, it is the intent of the parties hereto, that the execution of the within conveyance by Elwood M. June and wife, Gisela M. June, and acceptance of delivery of this Warranty Deed will not operate as a merger of the mortgage lien into the fee of the property in the event the mortgage lien is necessary to protect the Grantee therein from intervening claims or liens of third persons, which were junior to the lien of the mortgage.

And the Grantors do for themselves and their heirs and assigns, covenant with the said Grantee that they are lawfully seized of said premises in fee simple; that they are free from all encumbrances except as hereinabove stated; that they have a good right to sell and convey the same as aforesaid; and that they will, and their heirs and assigns shall warrant and defend the same unto the said Grantee, its successors and assigns forever, against the lawful claims of any and all persons.

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

IN WITNESS WHEREOF, the said Elwood M. June and wife, Gisela M. June, have hereunto set their signatures and seals, this the 29th day of September, 1982, and this the 6th day of October, 1982.

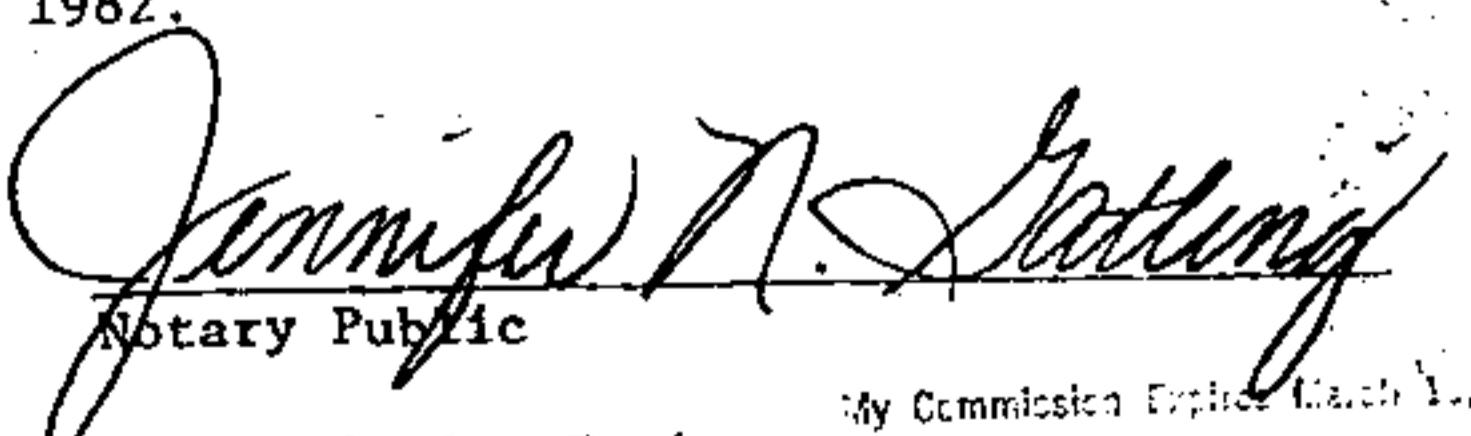

Elwood M. June (SEAL)


Gisela M. June (SEAL)

STATE OF Mississippi
COUNTY OF Belvoir)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do certify that Elwood M. June ~~and wife~~, ~~Gisela M. June~~, 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 29th day of September, 1982.


Jennifer N. Gartling
Notary Public
My Commission Expires: March 1, 1983

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BOOK

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County and State aforesaid, do certify that Gisela M. June, 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 this conveyance, she executed the same voluntarily on this 6th day of October, 1982.

Given under my hand and official seal this 6th day of October, 1982.


Wendell Brantfuss
Notary

My Commission Expires: 11/12/84

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

1982 OCT -8 AM 11:42


Thomas A. Smidt, Jr.
JUDGE OF PROBATE

Deed 1.50

Rec. 6.00

Ind. 1.00

8.50