STATE OF ALABAMA)
COUNTY OF SHELBY)

862

19830126000010880 Pg 1/2 .00 Shelby Cnty Judge of Probate, AL 01/26/1983 00:00:00 FILED/CERTIFIED

DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Six thousand dollars (\$6,000.00) in hand paid by MILTON A. FERGUSON and wife, SHIRLEY R. FERGUSON to SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION (formerly Birmingham Trust National Bank and herein called the "Grantor"), the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said MILTON A. FERGUSON and wife, SHIRLEY R. FERGUSON (herein called the "Grantees") for and during their joint lives 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, Alabama, to-wit:

All of Lots B and C, all of Lot A lying within Section 14, Township 19, Range 2 West, according to the survey of Sunny Meadows, First Sector, Second Phase as recorded in Map Book 8, page 7, in the Probate Office of Shelby County, Alabama.

It is specifically understood and agreed that the Grantor has executed this conveyance subject to the following:

- 1. Ad Valorem taxes due in the year 1983 which are a lien but not due and payable until October 1, 1983.
- 2. Easement as shown by recorded map.
- 3. Building line as shown by recorded map.
- 4. Right of way to Alabama Power Company as recorded in Book 326, page 126; Book 316, page 465; Book 134, page 514; Book 139, page 140; Book 139, page 598; and Book 220, page 69, in the Probate Office of Shelby County, Alabama.
- 5. Existing rights of way, encroachments, party walls, building restrictions, zoning, recorded and/or unrecorded easements, deficiency in quantity of ground, overlaps, overhangs, any discrepancies or conflicts in boundary lines, or any matters not of records, if any, which would be disclosed by an inspection and survey.

TO HAVE AND TO HOLD, 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, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

This instrument is executed without warranty or representation of any kind by the undersigned, express or implied, except that there are no liens or encumbrances outstanding against the premises conveyed which were created or suffered by the undersigned and not specifically excepted herein.

Mack Gerguson 2730 Indian Farrest Drl Helena al. 35080

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IN WITNESS WHEREOF, SouthTrust Bank of Alabama, National Association

(formerly Birmingham Trust National Bank) has caused this conveyance to be executed in its name and on its behalf by its officer who is duly authorized thereunto this day of January, 1983.

SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION (formerly Birmingham Trust National Bank)

National Bank)

1983 JHH 26 PH 12: 44

JUDGE OF FROSATE

Its Senior Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that <u>Downld S. Lundy</u> whose name as Senor Vice President of the SouthTrust Bank of Alabama, National Association, a national banking association, 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal, this 19th day of January, 1983.

Rhonda M = Austra NOTARY PUBLIC

This instrument was prepared by:
Patricia H. Lloyd
SouthTrust Bank of Alabama
P.O. Box 2554
Birmingham, AL 35290

My Commission Expires May 11, 1983

