STATE OF ALABAMA

SHELBY COUNTY

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$19,926.80 cash to the undersigned Joseph Thomas Barnett, Jr., an unmarried man, (the "Grantor") in hand paid by Lev H. Bragg, (the "Grantee"), the receipt of which is hereby acknowledged, and the assumption by the Grantee of the mortgage described below, the said Grantor does hereby grant, bargain, sell and convey unto the said Grantee, the following described real estate, situated in Shelby County, Alabama:

348 PME 737

Lot 16-A a resurvey of lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and recreational area of Davenport's Addition to Riverchase West, Sector 2, as recorded in Map Book 8, page 40, in the Office of the Judge of Probate of Shelby County, 'Alabama.

TO HAVE AND TO HOLD to the said Grantee and to his heirs and assigns forever subject to the following:

- 1. Real estate ad valorem taxes on the above described property due and payable October 1, 1983.
- 2. Mineral and mining rights and rights incident thereto recorded in Vol. 127, page 140, in the Probate Office of Shelby County, Alabama.
- 3. Restrictions recorded in Misc. Vol. 14, page 536; Vol. 319, page 411 and amended by Misc. Vol. 17, page 550, and Misc. Vol. 34, page 549, in said Probate Office.
- 4. Easement as set forth in Deed Vol. 319, page 411, in said Probate Office.
- 5. Right of way to Alabama Power Company recorded in Vol. 295, page 168; Vol. 325, page 125 and also Misc. Vol. 35, page 683, in said Probate Office.
- 6. Restrictions recorded in Misc. Vol. 35, page 389 and an amendment to the Restrictions recorded in Misc. Vol. 35, page 689, Misc. Vol. 35, page 393 and Misc. Vol. 36, page 30, in said Probate Office.
- 7. Party Wall Agreement recorded in Vol. 38, page 790, in the Probate Office of Shelby County, Alabama.
- 8. Mortgage from Joseph Thomas Barnett, Jr. to Engel Mortgage Co. Inc. recorded in Vol. 408, page 674, in the Probate Office of Shelby County, Alabama and refiled for record in Vol. 409, page 601, in said Probate Office, and transferred to Central Bank of Birmingham as Trustee for the Alabama Housing Finance Authority, as recorded in Misc. Vol. 39, page 358, the unpaid principal balance of which is \$66,673.20.

And the undersigned Grantor does, for himself, his heirs, executors and administrators, covenant with the said Grantee, his heirs and assigns, that he is lawfully



Offices throughout Alabama

seized in fee simple of said premises; that said premises are free from all encumbrances, except as expressly set out above; that he has a good right to sell and convey the same as aforesaid; that he will and his heirs, executors and administrators shall warrant and defend the same to the said Grantee, his heirs and assigns forever, against the lawful claims of all persons, except as expressly set forth above.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 28 day of July, 1983.

STATE OF ALABAMA

I, the undersigned authority, a Notary Public in and for said County and said State, hereby certify that Joseph Thomas Barnett, Jr., an unmarried man, 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 the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this ZS^{H}

1983.

Notary Public

My commission expires:

AFFIX NOTARIAL SEAL

This instrument prepared by: Susan H. Snyder Cabaniss, Johnston, Gardner, Dumas & O'Neal 1900 First National-Southern Natural Building Birmingham, Alabama 35203