

(Name) Patrick H. Boone; Attorney at Law

143

25,000.00

(Address) 1312 City Federal Building, Birmingham, Alabama 35203

Form 1-1-27 Rev. 1-66

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Property Settlement Agreement in Final Judgment of Divorce and Ten Dollars (\$10.00),

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

George A. Betz and wife, Barbara G. Betz,

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto Barbara G. Betz,

(herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 114, according to Map of Chandalar South, Second Sector, as recorded in Map Book 6, on Page 12, in the Probate Office of Shelby County, Alabama. Situated in the Town of Pelham, Shelby County, Alabama.

Being the same property conveyed by W.M. Humphries Construction Company, Inc., to George A. Betz and wife, Barbara G. Betz, by deed dated March 19, 1976, filed for record in the Office of Probate Judge, County of Shelby, State of Alabama, on March 22, 1976, at 10:30 o'clock a.m., and recorded in Deed Book 297, Page 656.

Grantee, Barbara G. Betz, hereby agrees to assume the indebtedness of approximately \$35,000.00, secured by that certain Mortgage given by George A. Betz and wife, Barbara G. Betz, to Jefferson Federal Savings and Loan Association, which said Mortgage is dated, to-wit, March 22, 1976, was filed in the office of the Judge of Probate of Shelby County, Alabama, on March 22, 1976, and recorded at Mortgage Book 353, page 77; and said Barbara G. Betz hereby agrees to pay said Mortgage indebtedness in full all in accordance with the terms and provisions thereof.

This conveyance is made subject to all existing restrictions, rights of way, limitations, easements, exceptions, reservations, releases and covenants of record, including but not limited to: (1) Restrictive covenants and conditions filed for record on February 18, 1974, in Misc. Book 7, page 260; (2) 40-foot building set back line from Chandaway Drive; (3) Transmission line permits to Alabama Power Company dated December 1, 1972, and recorded in Deed Book 278, page 477, and dated January 7, 1974, and recorded in Deed Book 285, page 489, in Probate Office; (4) 10-foot utility easement across Southeast side of said lot as shown on recorded map of said subdivision; and (5) Restrictive covenants as to underground cables, dated December 7, 1973, and recorded in Misc. Book 7, page 392, and agreement with Alabama Power Company dated December 7, 1973, and recorded in Misc. Book 7, page 591, in Probate Office.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for ~~myself~~ (ourselves) and for ~~my~~ (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that ~~I~~ (we) are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that ~~I~~ (we) have a good right to sell and convey the same as aforesaid; that ~~I~~ (we) will and ~~my~~ (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands(s) and seal(s), this 25th day of August, 1983.

NOTARY PUBLIC, SHELBY CO.

1983 SEP -6 AM 8:53

(Seal)

(Seal)

(Seal)

George A. Betz

(Seal)

(Seal)

(Seal)

Barbara G. Betz

Barbara G. Betz

STATE OF ALABAMA

SHELBY COUNTY

Deed TAX 25.00
Rec 1.50
Ind 1.00
27.50

General Acknowledgment

I, Patrick H. Boone, a Notary Public in and for said County, in said State, hereby certify that George A. Betz and wife, Barbara G. Betz, 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 25 day of August, A. D., 1983.

Patrick H. Boone

Notary Public.