

the equity transferred amounts to \$2,000.00.

STATE OF ALABAMA)

SHELBY COUNTY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Agreement of Divorce and Ten Dollars (\$10.00) to the undersigned Grantors in hand paid by the Grantee herein, the receipt whereof is acknowledged, we, Thomas C. Mitchell, an unmarried man, and Mildred K. Mitchell, an unmarried woman, (herein referred to as Grantors), do grant, bargain, sell and convey unto Mildred K. Mitchell (herein referred to as Grantee), the following described real estate, situated in Shelby County, Alabama, to-wit:

Unit "C", Building 6, of Chandalar Townhouses, Phase II, located in the SW- $\frac{1}{4}$ of the SE- $\frac{1}{4}$ of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the SE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence in a Northerly direction, along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, a distance of 980.76 feet; thence 90 degrees left, in a Westerly direction, a distance of .429.03 feet; thence 122 degrees 43' 15" left, in a Southeasterly direction, a distance of 124.55 feet; thence 90 degrees right, in a Southwesterly direction, a distance of 14.87 feet to a point on the SE outer corner of a wood fence that extends across the fronts of Units "A", "B", "C" and "D", of said Building 6; thence 11 degrees 42' 15" right, in a Southwesterly direction along the outer face of said wood fence, a distance of 23.5 feet to the point of beginning; thence continue along last described course, along the outer face of said wood fence extending across the front of said Unit "C", a distance of 19.0 feet; thence 90 degrees right, in a Northwesterly direction along the centerline of a wood fence, party wall, and another wood fence, all common to Units "B" and "C", and the SW outer face of a storage building, a distance of 71.8 feet to the NW corner of said storage building; thence 90 degrees right in a Northeasterly direction along the NW outer face, 6.0 feet to the NE corner of said storage building; thence 90 degrees right, in a Southeasterly direction along the NE outer face of said storage building a distance of 4.1 feet to a point on the outer face of a wood fence that extends across the backs of Units "A", "B", "C" and "D"; thence 90 degrees left, in a Northeasterly direction along the NW outer face of said wood fence, extending across the back of Unit "C", a distance of 13.0 feet to the centerline of a wood fence common to Units "C" and "D"; thence 90 degrees right, in a Southeasterly direction along the centerline of said wood fence, also the centerline of a party wall and another wood fence, all common to Units "C" and "D", a distance of 67.7 feet to the point of beginning.

BOOK 351 PAGE 491

The intents and purposes of this conveyance are to: (1) vest all right, title and interest in and to the above described property in the name of Mildred K. Mitchell, being the same property conveyed by W. M. Humphries Enterprises, Inc., to Thomas C. Mitchell and wife, Mildred K. Mitchell, by deed dated September 25, 1978, filed for record in the Probate Office of Shelby County, Alabama, on October 2, 1978, at 3:26 o'clock p.m., and recorded in Deed Book 315, page 300; and (2) comply with Agreement of Divorce. Thomas C. Mitchell and Mildred K. Mitchell were husband and wife until the bonds of matrimony were dissolved by a Final Judgment of Divorce.

Grantee, Mildred K. Mitchell, hereby agrees to assume the indebtedness of approximately \$34,000.00, secured by that certain Mortgage given by Thomas C. Mitchell and wife, Mildred K. Mitchell, to United Federal Savings and Loan Association, which said Mortgage is dated, September 25, 1978, was filed in the office of the Judge of Probate of Shelby County, Alabama, on October 2, 1978, and recorded at Real 383, page 597; and said Mildred K. Mitchell 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: Declaration recorded in Miscellaneous Book 6, page 804, in the office of the Judge of Probate of Shelby County, Alabama.

TO HAVE AND TO HOLD to the said Grantee, her heirs and assigns forever.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals, on this the 15 day of November, 1983.

Thomas C Mitchell
Thomas C. Mitchell

Mildred K Mitchell
Mildred K. Mitchell

STATE OF ALABAMA)
SHELBY COUNTY)

GENERAL ACKNOWLEDGMENT

I, Patrick H. Boone, a Notary Public, in and for said County, in said State, hereby certify that Thomas C. Mitchell, 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 the 15 day of November, 1983.



Patrick H Boone
Notary Public

Warranty Deed
page three

STATE OF ALABAMA)

GENERAL ACKNOWLEDGMENT

SHELBY COUNTY)

I, Patrick H. Boone, a Notary Public, in and for said County, in said State, hereby certify that Mildred K. Mitchell, an unmarried woman, 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, she executed the same voluntarily on the day the same bears date.

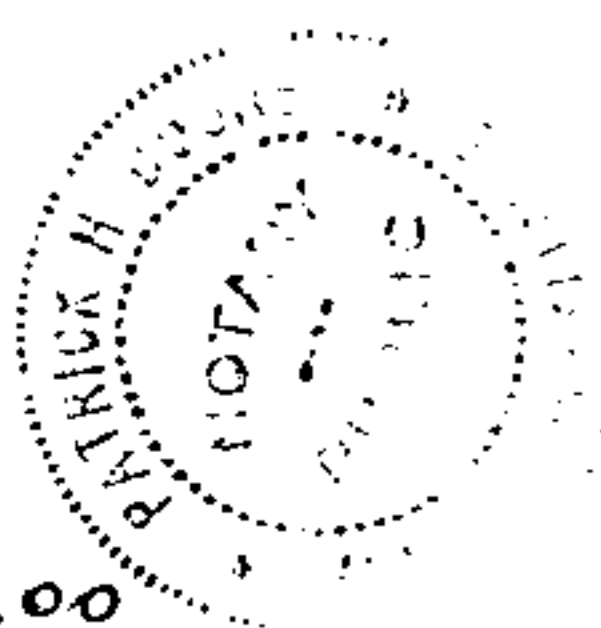
Given under my hand and official seal, this
the 15 day of November, 1983.

Patrick H. Boone
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED
1983 NOV 17 AM 10:12

T. R. A. Gorman, Jr.
JUDGE OF PROBATE

Deed TAX 2.00
Rec 4.50
Ind 1.00
7.50



BOOK 351 PAGE 493