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579
WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of SIX THOUSAND, TWO HUNDRED AND NO/100 DOLLARS (\$6,200.00) to the undersigned GRANTOR (whether one or more), in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, I or we, TERRY LEE MASSEY and wife, MARSHA G. MASSEY (herein referred to as GRANTOR, whether one or more), grant, bargain, sell and convey unto JIMMY DERRELL MASSEY, a single man, (herein referred to as GRANTEE, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 53, according to the map of Southern Hills, as recorded in Map Book 7, page 72, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO:

Building setback line of 35 feet reserved from the northwesterly and easterly borders facing Southern Hills Court as shown by plat.

Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 103 page 171; Deed Book 220 page 46 and Deed Book 220 page 40 in Probate Office of Shelby County, Alabama.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights conveyed in Deed Book 114 page 432 in Probate Office of Shelby County, Alabama.

Restrictions, covenants and conditions as set out in instrument recorded in Misc. Book 25 page 684 in Probate Office of Shelby County, Alabama.

Easement to Alabama Power Company and Southern Bell Telephone Co. recorded in Deed Book 315 page 215 in Probate Office.

Public utility easements granted by the recorded plat of Southern Hills recorded in Probate Office of Shelby County, Alabama.

And as further consideration the Grantee herein expressly assumes and promises to pay that certain mortgage to Engel Mortgage Company, Inc., dated May 1, 1979, and recorded in Mortgage Book 391 page 140 in the Office of the Judge of Probate of Shelby County, Alabama, according to the terms and conditions of said mortgage and the indebtedness thereby secured.

\$6,200.00 of the purchase price recited above was paid from a second mortgage loan closed simultaneously herewith.

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 said GRANTEE, his, her or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated 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 GRANTEE, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 29th day of November, 1984.

Terry Lee Massey

(SEAL)

Marsha G. Massey

(SEAL)

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Terry Lee Massey and wife, Marsha G. Massey, 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 November, 1984.

(NOTARIAL SEAL)

Notary Public

Rec'd 2:50
Sub 100
350
1984 DEC -3 AM 8:21
STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
Terry Lee Massey