

Central State Bank  
P. O. Box 180  
Calera, AL 35040

SEND TAX NOTICE TO:

(Name) Mrs. Jean Collum  
(Address) Post Office Box 59293  
Birmingham, Alabama 35259-9293

This instrument was prepared by

(Name) Wade H. Morton, Jr., Attorney at Law  
(Address) Post Office Box 1227, Columbiana, Alabama 35051-1227

Form 1-1-87 Rev. 1-86  
WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA  
SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of ONE THOUSAND ONE HUNDRED NINETY ONE & 43/100 Dollars paid by Grantee to Central State Bank for the benefit of Grantors, and Grantee's assumption and agreement to pay the hereinafter described mortgage,

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,  
HENRY SAM TATE, an unmarried man, and RACHEL TATE, an unmarried woman,

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto  
JEAN C. COLLUM

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

A parcel of land described as follows: Commencing at the Northeast corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 9, Township 24, Range 13 East, Shelby County, Alabama and run thence South along the East boundary line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 660 feet; thence run West parallel to the North boundary line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 400 feet; run thence North parallel to the East boundary line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 660 feet to the North boundary line; thence run East along the North boundary line a distance of 400 feet to the point of beginning, EXCEPT that part in the Northeast corner lying Northeast of the Old Splawn crossing road and EXCEPT mineral and mining rights.

SUBJECT only to the following liens, encumbrances, limitations and restrictions:

1. Taxes for the year 1986, 1987 and subsequent years.
2. Transmission line permits to Alabama Power Company recorded in Deed Book 163, at Page 169; in Deed Book 145, at Page 291; in Deed Book 192, at Page 143, and in Deed Book 177, at Page 515, in the Office of the Judge of Probate of Shelby County, Alabama.
3. Title to minerals underlying caption lands with mining rights and privileges belonging thereto.
4. Mortgages from Henry Sam Tate and Rachael Tate to Central State Bank, as follows: Dated August 26, 1971 and recorded in Mortgage Book 318, at Page 884; dated February 28, 1974 and recorded in Mortgage Book 337, at Page 510; dated December 5, 1974 and recorded in Mortgage Book 343, at Page 274; and, dated February 17, 1978 and recorded in Mortgage Book 375, at Page 40, in said Probate Records.

(SEE REVERSE SIDE FOR CONTINUATION OF DEED)

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 am (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 19<sup>th</sup> day of January, 1987.

GRANTEE:

Jean C. Collum (Seal)

GRANTORS:

Henry Sam Tate (Seal)

Rachel Tate (Seal)

GEORGIA  
STATE OF ~~ALABAMA~~  
Gwinnett COUNTY

General Acknowledgment  
Notary Public, Gwinnett Co., Georgia  
My Comm. Expires June 24, 1993

I, the undersigned, Tinnie McCallister, Notary Public in and for said County, in said State, hereby certify that Henry Sam Tate, 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 27 day of DEC A. D., 19 86

Notary Public, Gwinnett Co., Georgia

SEE REVERSE SIDE FOR ADDITIONAL GENERAL ACKNOWLEDGMENT

Notary Public.

(Continuation of Deed)

As part of the consideration for this conveyance, Grantee hereby assumes and agrees to pay as the same shall become due the unpaid balance of the indebtedness secured by that certain first mortgage executed by Henry Sam Tate and Rachael Tate to Central State Bank dated February 17, 1978 and recorded in Mortgage Book 375, at Page 40, in the Office of the Judge of Probate of Shelby County, Alabama. Grantors hereby warrants that after said mortgage is paid current through the December 20, 1986 installment the unpaid balance of the indebtedness secured by said mortgage is the sum of \$20,779.07, plus interest thereon after December 20, 1986. Grantee covenants and agrees with Grantors to pay said \$20,779.07, with interest after December 20, 1986, under the terms and conditions of said mortgage. This agreement and covenant by Grantee with Grantors is evidenced by Grantee's signing of this instrument.

STATE OF ALABAMA )

GENERAL ACKNOWLEDGMENT

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Rachel Tate, 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 12<sup>th</sup> day of January 1987

*Carlene R. Haddaway*  
Notary Public

STATE OF ALABAMA )

GENERAL ACKNOWLEDGMENT

SHELBY COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Jean C. Collum, a married woman, whose name is signed to this foregoing instrument, and who is known to me, acknowledged before me on this date, that, being informed of the contents of this instrument and the assumption agreement recited therein, she voluntarily joined in the execution of the same as having assumed the first mortgage recited herein on the day this instrument bears date.

Given under my hand and official seal on this 19<sup>th</sup> day of January 1987

*Carlene R. Haddaway*  
Notary Public

My Commission Expires December 1, 1991

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1987 JAN 21 AM 8:49

*Thomas A. Shanderson, Jr.*  
JUDGE OF PROBATE

1. Deed Tax \$ 1.50  
2. Mtg. Tax \_\_\_\_\_  
3. Recording Fee 5.00  
4. Indexing Fee 1.00  
TOTAL 7.50

RETURN TO:

TO

WARRANTY DEED

STATE OF ALABAMA,  
County.

Judge of Probate

LAWYERS TITLE INSURANCE  
CORPORATION  
Title Insurance  
BIRMINGHAM, ALA.

DEED TAX \$  
RECORD FEE \$  
TOTAL \$