

SEND TAX NOTICE TO:

(Name) Mr. and Mrs. Leonard A. Bell, Jr.
940 46th Street, West
 (Address) Birmingham, Alabama 35208

This instrument was prepared by

(Name) Wade H. Morton, Jr., Attorney at Law

(Address) Post Office Box 1227, Columbiana, Alabama 35051-1227

Form 1-1-7 Rev. 5/82

CORPORATION FORM WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
 COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS.

That in consideration of TWELVE THOUSAND and NO/100-----(\$12,000.00) DOLLARS

to the undersigned grantor, MERCHANTS & PLANTERS BANK, a banking corporation, (herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto LEONARD A. BELL, JR. and wife, MARGIE BELL,

(herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate, situated in Shelby County, Alabama.

Lots 8 and 9, as shown by map or plat of Sunnydale Estates, First and Second Sectors, dated June 21, 1978 and recorded in Map Book 7, at Page 75, in the Office of the Judge of Probate of Shelby County, Alabama.

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

1. Taxes for 1988 and subsequent years, which became a lien on October 1, 1987, but not due and payable until October 1, 1988.
2. Lots 8 and 9, as shown by map or plat of Sunnydale Estates, First and Second Sectors, dated June 21, 1978 and recorded in Map Book 7, at Page 75, in the Office of the Judge of Probate of Shelby County, Alabama, are subject to the 35-foot building set back line from Doyle Drive. Also, to the easements and rights-of-way as shown by said map or plat for public utilities, sanitary sewers, storm ditches, which may be used for such purposes to serve property both within and without this subdivision. Also, said map or plat contains the following condition or limitation: "No construction shall be started on any lot until individual plot plans showing proposed house, driveway, walks and sewage disposal system has been submitted to and approved by the Shelby County Health Department."

(CONTINUED ON REVERSE SIDE)

Grantees expressly relieve and release Grantor from any claim or damage for and on account of any existing sink hole(s) on said real property or any expansion thereof or any new sink hole(s) on or affecting said real property. Grantees join in this conveyance by signature for the sole purpose of expressing their assent to the limitation of warranty and release of liability recited in this deed of conveyance.

\$6,000.00 of the consideration for this deed is secured by a purchase money mortgage on the above described real property from Grantees to Grantor, which mortgage was executed and delivered simultaneously herewith.

TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common. And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons. There is no warranty of representation as to the condition or quality or quantity of any part or portion of this real property.

IN WITNESS WHEREOF, the said GRANTOR, by its President, James A. Kelly, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 5th day of May, 19 88.

ATTEST:

[Signature]
 Its Secretary

STATE OF ALABAMA
 COUNTY OF SHELBY }

MERCHANTS & PLANTERS BANK

By [Signature] Its President

GRANTEES:
Leonard A. Bell, Jr.
Margie Bell
 a Notary Public in and for said County in said

I, the undersigned,
 State, hereby certify that James A. Kelly

whose name as President of Merchants & Planters Bank, a banking corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, MERCHANTS & PLANTERS BANK.

Given under my hand and official seal, this the 5th

day of May, 19 88.
Wade H. Morton, Jr.
 Notary Public

Returned to: Wade Morton

TO

WARRANTY DEED

(Corporate form, jointly for life with
remainder to survivor)

STATE OF ALABAMA

COUNTY OF

1. Deed Tax \$ 6.00
 2. Mtg. Tax 5.00
 3. Recording Fee 1.00
 4. Indexing Fee 12.00
 TOTAL

STATE OF ALA. SHELBY
 I CERTIFY THIS
 INSTRUMENT WAS FILED

88 MAY -5 PM 4:09

Thomas A. Snowden, Jr.
 JUDGE OF PROBATE

Recording Fee \$
 Deed Tax \$

This form furnished by

Lauyers Title Insurance Corporation

TITLE INSURANCE

BIRMINGHAM, ALABAMA

(CONTINUATION OF DEED)

3. Lots 8 and 9, as shown by map or plat of Sunnydale Estates, First and Second Sectors, dated June 21, 1978 and recorded in Map Book 7, at Page 75, in the Office of the Judge of Probate of Shelby County, Alabama, is subject to easements in favor of South Central Bell Telephone Company, as shown by instrument dated September 19, 1977 and recorded in Deed Book 309, at Page 338, and by instrument dated January 7, 1979 and recorded in Deed Book 320, at Page 889, in said Probate Records.

4. Permit to Alabama Power Company, as shown by instrument dated May 9, 1930 and recorded in Deed Book 91, at Page 257, in said Probate Records.

5. Right-of-way easement for water line to Water Works Board of the Town of Calera, as shown by instrument recorded in Deed Book 186, at Page 26, in said Probate Records.

SIGNED FOR IDENTIFICATION:
 MERCHANTS & PLANTERS BANK

BY: *Thomas A. Bell*
 Its President

STATE OF ALABAMA)
 SHELBY COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Leonard A. Bell, Jr. and wife, Margie Bell, whose names are 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 limitation or warranty and release of liability recited therein, they voluntarily joined in the execution of the same as having assented to the limitation of warranty and release of liability recited herein on the day this instrument bears date.

Given under my hand and official seal on this the 5th day of May, 1988

Wade H. Montoy, Jr.
 Notary Public