

SEND TAX NOTICE TO:

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

(Name) Melba A. Pugh  
P. O. Box 682  
(Address) Calera, AL 35040

This instrument was prepared by

(Name) Norman L. Collum

(Address) P. O. Box 43334, Birmingham, AL 35243

Form 1-1-87 Rev. 1-88

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA

Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS AND THE 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,

Jean C. Collum, a married woman

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

Melba A. Pugh

(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, AND EXCEPT all that part of the East 400 feet of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 9, Township 24 North, Range 13 East, lying South of the North line of the Old Splawn Road and North of the right of way of Shelby County Highway No. 75.

This conveyance is subject to easements and restrictions of record.

Subject to mortgages from Henry Sam Tate and Rachael Tate to Central State Bank, as follows: Dated 8/26/71 and recorded in Mortgage Book 318, at Page 884; dated 2/28/74 and recorded in Mortgage Book 337, at Page 510; dated 12/5/74 and recorded in Mortgage Book 343, at Page 274; and, dated 2/17/78 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, I have hereunto set my hands(s) and seal(s), this 17th day of April, 1989.

(Seal)

Jean C. Collum (Seal)  
Jean C. Collum

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF ALABAMA

Jefferson COUNTY

General Acknowledgment

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 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 17th day of April, A. D., 1989.

(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 Rachel Tate to Central State Bank dated 2/17/78 and recorded in Mortgage Book 375, Page 40, in the Office of the Judge of Probate of Shelby County, Al. Grantors hereby warrants that after said mortgage is paid current through the April 20, 1989 installment the unpaid balance of the indebtedness secured by said mortgage is the sum of \$18,439.96 , plus interest thereon after April 20, 1989. Grantee covenants and agrees with Grantors to pay said \$18,439.96, with interest after April 20, 1989, under the terms and conditions of said mortgage.

THIS PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR NOR THE HOMESTEAD OF THE GRANTOR'S SPOUSE.

BOOK 237 PAGE 108

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

89 MAY -3 PM 12: 58

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

1. Deed Tax \$ 3.50  
2. Mtg. Tax \_\_\_\_\_  
3. Recording Fee 5.00  
4. Indexing Fee 2.00  
TOTAL 10.50

RETURN TO:

an C. Collum, a married woman

TO

Melba A. Pugh

**WARRANTY DEED**

TATE OF ALABAMA,  
County.

Judge of Probate

**LAWYERS TITLE INSURANCE CORPORATION**  
Title Insurance  
BIRMINGHAM, ALA.

DEED TAX \$  
RECORD FEE \$  
TOTAL \$

500-8001