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This instrument was prepared by: Clayton T. Sweeney 2100 SouthBridge Parkway Suite 650 Birmingham, Alabama 35209

SEND TAX NOTICE TO: John H. Crilly 2098 Royal Fern Lane Birmingham, AL 35124

STATE OF ALABAMA) SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Four Thousand Two Hundred Ninety Seven and 91/100 Dollars and the assumption of the below described mortgage to the undersigned Grantor, Merrill Lynch Realty Operating Partnership, L.P., in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said Merrill Lynch Realty Operating Partnership, L.P., does by these presents, grant, bargain, sell and convey unto

John H. Crilly and Pamela J. Crilly , (herein referred to as "Grantee", whether one or more) as joint tenants with right of survivorship, the following described real estate (the "Property"), situated in Jefferson County and Shelby County, Alabama, to-wit:

> Lot 13, in block 1, according to the Survey of Wildewood Village, First Addition, as recorded in Map Book 8, Page 38, in the Probate Office of Shelby County, Alabama.

Subject to current taxes, existing easements, restrictions, rights of way, and limitations, if any, of record.

As part of the consideration herein, Grantees hereby agree to assume the outstanding obligations and indebetness of that certain note and mortgage executed by Cynthia Faye Carter to Real Estate Financing, Inc., recorded in Real Volume 85, Page 489, and E transferred & assigned to Colonial Mortgage Co., by instrument recorded in Real 170, Page TO HAVE AND TO HOLD, to the said Grantees, as joint tenants, with rights 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 it 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.

IN W	ITTNESS WHEREOF,	the said (	rantor, by	its		
			<b>-</b> -	• • • •	onveyance,	has
	ts signature and	seal this	the 2nd	day of	March	
1990.					14	

Glenn C. Hansen Asst. Secretary SELLER:

Merrill Lynch Realty Operating Partnership, L.P.

Catherine M. Godbee/

Asst. Secretary

281 ME 710

STATE OF GEORGIA) Cobb COUNTY)

I, the undersigned, a Notary Public	c in and for said State hereby
certify that Catherine M. Godbee	, whose name as
Asst. Secretary	
of Merrill Lynch Realty Operating Partnership	
ing Deed; and who is known to me, acknowledg	$oldsymbol{ au}$
being informed of the contents of the above	
officer and with full authority, executed th	
act of said partnership, acting in its capac	ity as partner as aforesaid.
Given under my hand and official s February , 1990.	eal of office this 28 day of.
_	~ ·
$P_{\mathbf{u}}$	Ty Public Notary Public, Cobb County, Georgia
Nota	ry Public Cobb County Georgia
My C	Notary Public, Cobb County, Georgia  Commission Expires Aug. 9, 1991

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

90 MAR -9 AM 8: 82

JUDGE OF PROBATE

1. Deed Tax
2. Mtg. Tax
3. Recording Fee
4. Indexing Fee
5. No Tax Fee
6. Certified Fee

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