

This form furnished by:

Cahaba Title, Inc.

Eastern Office

(205)833-1571

FAX 833-1577

Riverchase Office

(205)988-5600

FAX 988-5605

This instrument was prepared by:

(Name) Courtney H. Mason, Jr.
(Address) 100 Concourse Parkway, Suite 350
Birmingham, AL 35244

Send Tax Notice to:

(Name) Mr. Todd L. McDonald
(Address) 2561 Tahitti Terrace
Alabaster, Alabama 35007

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of NINE THOUSAND AND NO/100ths (\$9,000.00) - - - - - DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Paul D. Neubauer and wife, Linda C. Neubauer

(herein referred to as grantors) do grant, bargain, sell and convey unto

Todd L. McDonald and wife, Vicki C. McDonald

(herein referred to as GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, the following described real estate situated in Shelby County, Alabama to-wit:

Lot 22, Block 7, according to the Survey of Southwind, Fourth Sector as recorded in Map Book 7, page 97 in the Probate Office of Shelby County, Alabama.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

And as further consideration, the herein grantee(s) expressly assume(s) and promise(s) to pay that certain mortgage to Troy & Nichols, Inc. as recorded in Mortgage Book 253 page 433, in the Probate Office of Shelby County, Alabama, according to the terms and conditions of said mortgage and the indebtedness thereby secured.

BOOK 292 PAGE 492

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns for such survivor 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 GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 15th day of May, 19 90

WITNESS

(Seal)

(Seal)

(Seal)

Paul D. Neubauer (Seal)
Linda C. Neubauer (Seal)

STATE OF ALABAMA

SHELBY

COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul D. Neubauer and wife, Linda C. Neubauer whose name s 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 15th day of May, A.D., 19 90

3-10-91

THIS RIDER MUST BE RECORDED WITH THE ASSUMPTION DEED!

FHA ASSUMPTION RIDER TO THE ASSUMPTION DEED

OWNER OCCUPIED PROPERTY

THIS RIDER TO the Assumption Deed is made this 15th day of
May 19 90, and is incorporated into and shall be deemed
to amend and supplement the Assumption Deed of even date herewith, to
Troy & Nichols, Inc. ("Mortgagee"), covering *me*
the premises described in the assumption deed and located at 2561 Tahitti *me*
Terrace, Alabaster, AL 35007.

Notwithstanding anything to the contrary set forth in the Assumption
Deed, Mortgagor and Mortgagee hereby agree to the following:

"The mortgagee shall, with the prior approval of the Federal
Housing Commissioner, or his designee, declare all sums secured
by this assumption deed to be immediately due and payable if
all or a part of the property is sold or otherwise transferred
(other than by devise, descent or operation of law) by the
mortgagor, pursuant to a contract of sale executed not later
than 12 months after the date on which the mortgage is executed,
to a purchaser whose credit has not been approved in accordance
with the requirements of the Commissioner."

IN WITNESS WHEREOF, Mortgagor has executed this Rider in the presence
of the undersigned Notary Public and the Attesting witnesses this 15th
day of May, 19 90.

WITNESSES:

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

90 MAY 22 AM 11:58

JUDGE OF PROBATE

1. Deed Tax	\$ 9.00
2. Mtg. Tax	\$
3. Recording Fee	\$ 3.00
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$
6. Certified Fee	\$ 1.00
Total	\$ 18.00

My Commission Expires:

3-10-91

Todd L. McDonald
Mortgagor Todd L. McDonald

Vicki C. McDonald
Co-Mortgagor Vicki C. McDonald

[Signature]
Notary Public

292 493