

THIS INSTRUMENT PREPARED BY:  
James J. Odom, Jr.  
211-B Yeager Parkway  
Pelham, AL 35124

SEND TAX NOTICE TO:  
Bryan T. Matthews  
1430 Applegate Drive  
Alabaster, AL 35007

STATE OF ALABAMA )

COUNTY OF SHELBY )

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT in consideration of Four Thousand and No/100 (\$4,000.00) Dollars and the assumption of the mortgage described below, to the undersigned grantor, in hand paid by the grantee herein, the receipt whereof is hereby acknowledged, we, Joseph T. Rosso and wife, Lynda Rosso, and James T. Rosso, a married man, (referred to herein as "Grantor"), do hereby grant, bargain, sell and convey unto Bryan T. Matthews (herein referred to as "Grantee"), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 12, according to the Resurvey of Lots 1 through 64, 89 through 104, and A through C, of Applegate Manor, as recorded in Map Book 10, Page 25 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama; together with all rights, privileges, easements and appurtenant ownership interest in and to premises previously conveyed by Applegate Realty, Inc. to Applegate Townhouse Association, Inc. by deed recorded in Real 65, Page 102, in the Probate Office of Shelby County, Alabama, and more fully defined in the Declaration of recorded Covenants, Conditions, and Restrictions of Applegate Townhouse, recorded in Real 63, Page 634, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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SUBJECT TO: (1) Current taxes; (2) Public utility easements as shown by recorded plat, including a 2.5 foot easement on the Southerly side and a 15 foot on the Easterly side of lot; (3) Restrictions, covenants and conditions as set out in instrument recorded in Real 63, Page 634 in Probate Office; (4) Right-Of-Way granted to South Central Bell by instrument recorded in Deed Book 337, Page 235 in said Probate Office; (5) Easement to Alabama Power Company as shown by instrument recorded in Real 59, Page 376 in Probate Office; (6) Agreement with Alabama Power Company as to underground cables recorded in Real 60, Page 745, and covenants pertaining thereto recorded in Real 60, Page 748 in

Probate Office; (7) Mineral and mining rights; (8) Rights of owners of property adjoining property in and to the joint or common rights in building situated on said lots, such rights include but are not limited to roof, foundation, party walls, walkway and entrance.

Grantee herein expressly assumes and agrees to pay that certain mortgage executed by Joseph T. Rosso and James T. Rosso to MortgageAmerica, Inc. dated July, 1987 in the amount of \$49,616.00 and recorded in Real 140, Page 594, said mortgage was corrected and re-recorded in Real 150, Page 357 and in Real 155, Page 728, and Grantee also hereby assumes and agrees to pay all the obligations of Joseph T. Rosso and James T. Rosso under the terms of the instruments creating the loan.

THIS PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF JAMES T. ROSSO, ONE OF THE GRANTORS HEREIN.

TO HAVE AND TO HOLD to the said Grantee, his heirs and assigns forever.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said grantee, his heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said grantee, his heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 26th day of September, 1990.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
*Loraine J. Campbell*  
\_\_\_\_\_  
\_\_\_\_\_  
*Loraine*

*Joseph T. Rosso*  
\_\_\_\_\_  
Joseph T. Rosso  
*Lynda Rosso*  
\_\_\_\_\_  
Lynda Rosso  
*James T. Rosso*  
\_\_\_\_\_  
James T. Rosso  
By: Joseph T. Rosso, Attorney-  
In-Fact

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STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joseph T. Rosso and wife, Lynda Rosso, whose names 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 seal this 26th day of September, 1990.

*Levin A. Mitchell*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 6-21-93

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joseph T. Rosso, whose name as Attorney-In-Fact for James T. Rosso, 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, in his capacity as such Attorney-In-Fact for James T. Rosso, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 26th day of September, 1990.

*Levin A. Mitchell*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 6-21-93

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
90 SEP 28 AM 10:40

*Levin A. Mitchell*  
JUDGE OF PROBATE

|       |       |
|-------|-------|
| 1     | 4.00  |
| 2     | 7.50  |
| 3     | 4.00  |
| 4     |       |
| 5     |       |
| 6     | 1.00  |
| Total | 16.50 |