

THIS INSTRUMENT PREPARED BY:  
Ben L. Zarzaur, Attorney  
2125 Morris Avenue  
Birmingham, Alabama 35203

SEND TAX NOTICE TO:  
Loy O. Vaughan, Jr.  
690 Idlewild Circle  
Birmingham, Alabama 35205

STATUTORY WARRANTY DEED (With Survivorship)

STATE OF ALABAMA )

JEFFERSON COUNTY )

86,000.00

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, we, J. Michael Campbell, a married man, (herein referred to as "grantor" whether one or more), grant, bargain, sell and convey unto Loy O. Vaughan, Jr. and Suzanne D. Vaughan (herein referred to as "grantee", whether one or more), as joint tenants, with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 83, according to the Survey of Meadow Brook, 18th Sector, Phase I, as recorded in Map Book 10 page 26 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

SUBJECT TO:

1. Advalorem taxes for the current tax year, 1991.
2. Building setback line of 35 feet reserved from Bradford Place as shown by plat.
3. Public utility easements as shown by recorded plat, including a 10 foot easement on the rear of lot.
4. Restrictions, covenants and conditions as set out in instrument recorded in Real 87 page 482 in Probate Office.
5. Agreement with Alabama Power Company as to underground cables recorded in Real 89 page 984 and covenants pertaining thereto recorded in Real 89 page 987 in Probate Office.
6. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 77 page 287; Deed Book 65 page 96 in Probate Office.
7. Covenant releasing predecessor in title from any liability from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Real 185 page 545 in Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.
8. Release of damages as set out in instrument recorded in Real 185 page 545 in Probate Office.

The grantor hereby certifies that the above described property does not constitute the homestead as defined by Code Section 6-10-2 of said grantor.

\$400,000.00 of the purchase price recited above was paid by a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said grantee, 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 grantee herein) in the event one grantee

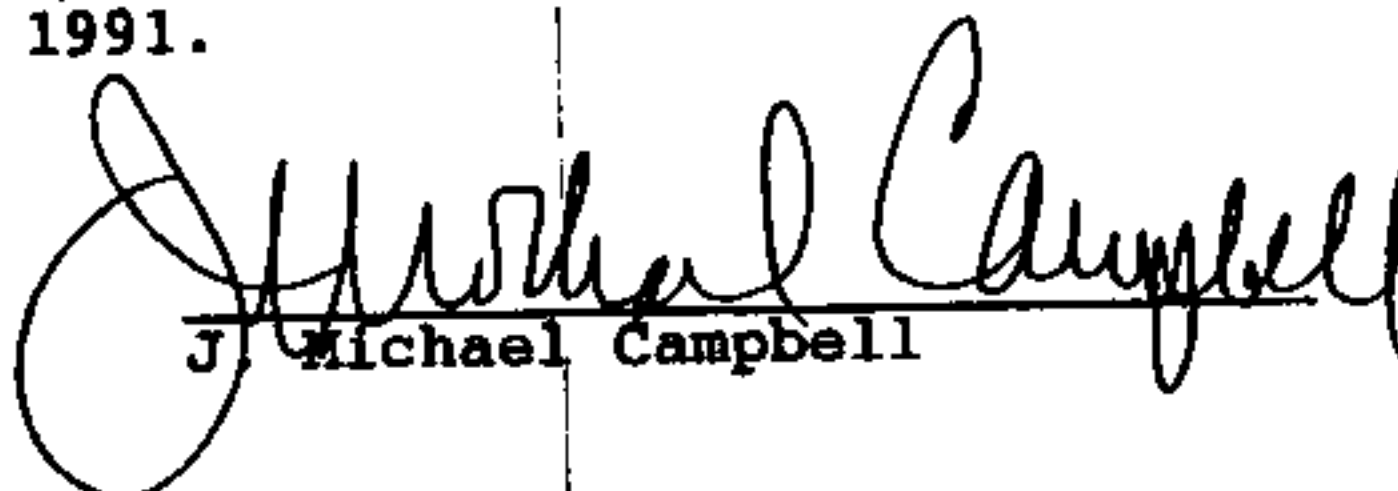
BOOK 331 PAGE 563

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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 grantee herein shall take as tenants in common.

And I do for myself and for my heirs, executors, and administrators covenant with the said grantees, their heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my 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 hand and seal, this 27th day of February, 1991.

  
J. Michael Campbell

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that J. Michael Campbell, a married man, 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, he executed the same voluntarily on the day the same bears date.

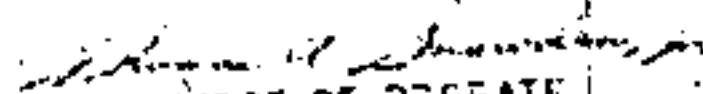
Given under my hand and official seal this 27th day of February, 1991.

  
Notary Public

My Commission Expires: 12-26-94

STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

91 MAR -1 AM 11:59

  
JUDGE OF PROBATE

1. Deed Tax	Notary Paid
2. Mtg. Tax	5.00
3. Recording Fee	3.00
4. Indexing Fee	1.00
5. No Tax Fee	1.00
6. Certified Fee	1.00
Total	10.00