

This instrument was prepared by

Send Tax Notice To: MICHAEL H. PHILLIPS
name 5321 Spring Creek Rd
Montevallo, AL. 35115
address

(Name) HOLLIMAN, SHOCKLEY & KELLY ATTORNEYS
3821 Lorna Road, Suite 110
(Address) Birmingham, AL. 35244

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP STEWART TITLE OF BIRMINGHAM, INC.

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of EIGHTY-SIX THOUSAND THREE HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS
(\$86,328.00) and the assumption of the hereinafter described mortgage
to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,
LAWRENCE ALBERT DAY, a/k/a LAWRENCE A. DAY and wife, BETTY A. DAY

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

MICHAEL H. PHILLIPS and wife, TRACY H. PHILLIPS

(herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in
SHELBY County, Alabama to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AS IF SET FORTH
IN FULL HEREIN FOR THE COMPLETE LEGAL DESCRIPTION OF THE PROPERTY
BEING CONVEYED BY THIS INSTRUMENT.

SUBJECT TO: (1) Taxes for the year 1992 and subsequent years.
(2) Easements, restrictions, reservations, rights-of-way, limitations,
covenants and conditions of record, if any.

As part of the consideration for this deed, Grantee hereby assumes and
agrees to pay the unpaid balance of principal and interest in the amount
of approximately \$47,172.36 on a loan secured by a mortgage from Lawrence
Albert Day and wife, Betty A. Day to Johnson & Associates Mortgage Co.,
dated November 5, 1976, and recorded in Mortgage Book 359, Page 723, and
last assigned to Stockton, Whatley & Davin Co., by assignment dated December 2,
1981, and recorded in Misc. Book 43, Page 874, in said Probate Office;
and Grantees hereby assume the obligations of Lawrence Albert Day and wife,
Betty A. Day under the terms of the instruments creating said loan to
indemnify the Veterans Administration to the extent of any claim payment
arising from the guaranty or insurance of the indebtedness above mentioned.
The holder of said Mortgage shall have the right to exercise the power of sale
contained herein in the name of the original Grantor, notwithstanding this or
any other assumption of mortgage debt.

TO HAVE AND TO HOLD unto the said GRANTEES 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 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 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.

WE HEREBY CERTIFY LAWRENCE ALBERT DAY IS ONE AND THE SAME PERSON AS LAWRENCE A.
DAY

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 31st
day of July, 1992

WITNESS:

(Seal)

(Seal)

(Seal)

Lawrence Albert Day (Seal)
LAWRENCE ALBERT DAY
Betty A. Day (Seal)
BETTY A. DAY

(Seal)

STATE OF ALABAMA

JEFFERSON COUNTY

General Acknowledgment

I, the undersigned authority _____, a Notary Public in and for said County, in said State,
hereby certify that LAWRENCE ALBERT DAY, and wife, BETTY A. DAY
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 31st day of July, A. D., 1992

My Commission Expires: 3-10-93

James A. Holliman
Notary Public.

EXHIBIT "A"

A parcel of land situated in Section 7, Township 22 South, Range 2 West, Shelby County, Alabama, described as follows: Commence at the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section 7; thence South 37 degrees 49 minutes East 39.78 feet; thence South 81 degrees 39 minutes 27 seconds East 106.35 feet to the point of beginning of property being described; thence South 52 degrees 28 minutes East 146.37 feet; thence South 64 degrees 35 minutes West 170.93 feet; thence South 79 degrees 04 minutes West 300.0 feet to an iron on the East margin of Overhill Road; thence North 25 degrees 30 minutes 30 seconds West along East right of way of Overhill Road 254.07 feet to an iron at right of way intersection with Shelby County Highway No. 12; thence North 63 degrees 13 minutes East along South right of way line of Shelby County Highway No. 12, 397.2 feet to an iron; thence South 24 degrees 29 minutes 24 seconds East 208.82 feet to the point of beginning.

Situated in Shelby County, Alabama.

Inst # 1992-16642

08/11/1992-16642
09:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 34.50