

This Instrument Prepared By:
RONALD A. DAVIDSON
2230 Third Avenue North
Birmingham, AL 35203

Send Tax Notice To:
John C. and Mary Bibow
4671 Vintage Lane
Birmingham, AL 35244

WARRANTY DEED

THIS INDENTURE, made this 19th day of October, 1993

Between BURNIE A. HIGGINBOTHAM, SR., a married man,

of the County of Shelby, in the State of Alabama, party of the first part, GRANTOR, and

JOHN C. BIBOW, and wife, MARY BIBOW

of the County of Shelby, in the State of Alabama, parties of the second part, GRANTEES, as JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) and the execution of a purchase money mortgage in the amount of SEVENTY THREE THOUSAND DOLLARS (\$73,800.00), to them in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, they have granted, bargained and sold to the said parties of the second part, their heirs and assigns, forever, the following described land, situated, lying and being in the County of Jefferson, State of Alabama, to-wit:

The SE 1/4 of NW 1/4, Section 22, Township 24 North, Range 15 East, Shelby County, Alabama; being situated in Shelby County, Alabama. Less and except any part of subject property lying within a public road right of way.

THIS PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR HEREIN.

~~TIMBER RIGHTS ARE RESERVED TO GRANTOR FOR A PERIOD OF 6 YEARS OR UNTIL MORTGAGE IS PAID AND SATISFIED IN FULL.~~

No timber shall be removed without consent of mortgage holder.

Subject to:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed Insured acquires for value of record the Estate or interest or mortgage thereon covered by this Commitment.

2. Rights or claims of parties in possession not shown by the public records.

3. Easements, or claims of easements, not shown by the public records.

4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.

7. Taxes or special assessments which are not shown as existing liens by public records.

8. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to gas, oil, sand and gravel in, on and under subject property.

10719 and 32493
11:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 12.50

Inst # 1993-32493

Warranty Deed with Right of Survivorship
Burnie A. Higginbotham, Sr. to John C. Bibow,
and wife, Mary Bibow
Page 2

9. The mortgage, if any, referred to in Schedule A. (This exception does NOT apply to Loan Policies.)

10. General and special taxes or assessments for 1994 and subsequent years not yet due and payable.

11. Right of way and easements of record.

12. Subject to right of way for Shelby County Road No. 47.


13. Taxes due in the year 1993, in the amount of \$34.20, a lien, and now payable. Parcel ID# 58-33-05-22-0-000-004 .


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 in the event on 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 of the grantees herein shall take as tenants in common.

And, we do for ourselves and for our heirs, executors and administrators, covenant with the said Grantees, their 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 Grantees, their heirs and assigns forever, against all lawful claims of all persons.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered in presence of us:


WITNESS


BURNIE A. HIGGINBOTHAM, SR.
Inst # 1993-32493

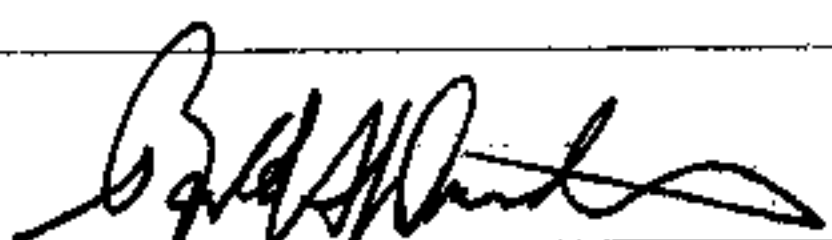
WITNESS

STATE OF ALABAMA)
COUNTY OF SHELBY)

10/19/1993-32493
11:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 12.50

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Burnie A. Higginbotham, Sr., to me well known to be the person described in and who executed the foregoing deed, and acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal at Calera, County of Shelby and State of Alabama, this 19th day of October, 1993.


Notary Public, State of Alabama
My Commission Expires: _____

MY COMMISSION EXPIRES FEBRUARY 26, 1996

Inst # 1993-32493