

Instrument Prepared By:  
Mitchell A. Spears  
P. O. Box 119  
Montevallo, Alabama 35115

STATE OF ALABAMA  
SHELBY COUNTY

Send Tax Notice To:

Willie J. Moore &

Willie H. Moore

150 Montgomery St.  
Montevallo, AL 35115

STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of Ten Thousand Dollars and 00/100, (\$10,000.00), to the undersigned ROSA M. COLLINS, as Conservator of the Estates of Yeshika T. Moore, Felicia L. Moore, and Shawnkitta S. Moore, herein designated as "Grantor", in hand paid by WILLIE J. MOORE and wife, WILLIE H. MOORE, herein designated as "Grantee", the receipt of which is hereby acknowledged, the said Grantor does by these presents, Grant, Bargain, Sell, and Convey unto said Grantee the following described real estate, situated in SHELBY County, Alabama, to-wit:

Part of Lot 1 and Lot 8 in Block "B" of the Reynolds Addition to South Montevallo, according to the map or plat thereof entitled "Map of South Montevallo", as surveyed by E. E. Todd, a Civil Engineer, of a portion of the NE 1/4 of Section 4, Township 24 North, Range 12 East, Shelby County, Alabama, as recorded in Map Book 3 at page 41, in the Office of the Judge of Probate of Shelby County, Alabama, and more particularly described as follows:

A rectangular lot 50 feet by 140 feet situated as follows:

Beginning at a point 100 feet in a Northerly direction from the Northwest corner of the intersection of White and Sanford Streets on Western boundary of Sanford Street; thence in a Westerly direction perpendicular to the said Sanford Streets 140 feet; thence in a Northerly direction parallel to Sanford Street 50 feet; thence in an Easterly direction along the border to the Allen property 140 feet to Sanford Street; thence in a Southerly direction along the Western boundary of Sanford Street to the point of beginning; being situated in Shelby County, Alabama.

**SUBJECT TO:**

Property taxes for 1993 and subsequent years.

Mineral and mining rights are not insured.

Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 60 page 633 in Probate Office.

Subject to any unvacated streets and alleys as shown on the Map of South Montevallo as recorded in Map Book 3 page 40 in the Probate Office.

PURCHASE MONEY FIRST MORTGAGE EXECUTED BY GRANTEEES HEREIN, ON EVEN DATE HERewith, IN FAVOR OF MERCHANTS & PLANTERS BANK, IN THE SUM OF \$10,000.00.

THE ABOVE DESIGNATED CONVEYANCE IS MADE PURSUANT TO ORDER OF THE PROBATE COURT OF SHELBY COUNTY, ALABAMA, REGARDING CONSERVATORSHIP CASE NUMBERS 30-177, 30-178, AND 30-176, A COPY OF SAID ORDER BEING ATTACHED HERETO AS EXHIBIT "A" AND DATED ON SEPTEMBER 23, 1993.

And the Grantor covenants and agrees to and with the Grantee, that the Grantor has not done or suffered to be done anything whereby the above described property is or may be in any manner encumbered or charged, and that the Grantor will WARRANT AND DEFEND the above described property against all persons lawfully claiming or attempting to claim the same by, through, or under the Grantor, only for charges and encumbrances arising through the actions of Grantor and her agents.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 3<sup>rd</sup> day of November, 1993.

Rosa M. Collins, As Conservator  
of the Estates of Yeshika T. Moore,  
Felicia L. Moore and Shawnkitta S.

Inst # 1993-36925

11/19/1993-36925  
12:48 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 MCB 19.50

Inst # 1993-36925

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**ACKNOWLEDGMENT IN REPRESENTATIVE CAPACITY**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that ROSA M. COLLINS, whose name as Conservator of the Estates of Yeshika T. Moore, Felicia L. Moore and Shawnkitta S. Moore, minor children, is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Statutory Warranty Deed, she, in her capacity as such Conservator, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3<sup>rd</sup> day of November, 1993.

  
Notary Public

9/97

*Exhibit "A"*

IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

IN THE MATTER OF THE ESTATE OF  
YESHIKA T. MOORE, a minor

CASE NO. 30-177

IN THE MATTER OF THE ESTATE OF  
FELICIA F. MOORE, a minor

CASE NO. 30-178

IN THE MATTER OF THE ESTATE OF  
SHAWNKITTA S. MOORE, a minor

CASE NO. 30-176

ORDER OF COURT

This cause coming on to be heard on September 23, 1993 at 10:00 a.m., pursuant to previous order of this Court, and all parties being present in open court, personally and by and through their respective attorneys of record, and the Court having proceeded to appoint the Honorable Roy Johnson as Guardian ad Litem for, separately and severally, Yeshika T. Moore, a minor, Felicia F. Moore, a minor, and Shawnkitta S. Moore, a minor, and the Court having proceeded to take testimony under oath of Rosa M. Collins, Willie L. Moore, Sr., and Dan Howard, licensed real estate agent; and it further appearing that heretofore and subsequent to the filing of the Petition in this cause, the Petitioner and the said Willie J. Moore and Willie M. Moore had modified the contract which is attached as Exhibit "A" to the Petition to provide for a Ten Thousand and no/100 Dollar (\$10,000.00) total purchase price; and it further appearing to the Court that the Petitioner is entitled to the relief prayed for in the Petition.

This Court, after due consideration, enters its findings of fact and makes its ORDER and decrees as follows:

FINDINGS OF FACT

1. That said minors, Yeshika T. Moore, Felicia F. Moore, and Shawnkitta S. Moore are the joint owners or tenants in common of the hereinafter described real estate situated in Shelby County, Alabama, to-wit:

Part of Lot 1 and Lot 8 in Block "B" of the Reynolds Addition to South Montevallo, according to the map or plat thereof entitled "Map of South Montevallo", as surveyed by E. E. Todd, a Civil Engineer, of a portion of the NE 1/4 of Section 4, Township 24 North, Range 12 East, Shelby County, Alabama, as recorded in Map Book 3, at Page 41, in the Office of the Judge of Probate of Shelby County, Alabama, and more particularly described as follows: A rectangular lot 50 feet by 140 feet situated as follows: Beginning at a point 100 feet in



a Northerly direction from the Northwest corner of the intersection of White and Sanford Streets on Western boundary of Sanford Street; thence in a Westerly direction perpendicular to the said Sanford Street 140 feet; thence in a Northerly direction parallel to Sanford Street 50 feet; thence in an Easterly direction along the border to the Allen property 140 feet to Sanford Street; thence in a Southerly direction along the Western boundary of Sanford Street to the point of beginning. Situated in Montevallo, Shelby County, Alabama.

Subject to the following easements and rights-of-way:

1. Transmission Line Permit to Alabama Power Company as shown by instrument dated April 6, 1917 and recorded in Deed Book 60, at Page 633, in the Office of the Judge of Probate of Shelby County, Alabama.
2. Subject to any unvacated streets and alleys as shown on the Map of South Montevallo and recorded in Map Book 3, at Page 41, in said Probate Records.
3. Ad valorem taxes for 1993 and subsequent years.

2. That there is located on the above said real estate a house or residence which was occupied by said minors with their parents prior to their parents' death on September 15, 1991; that the mother of said minor children was shot and killed by said children's father in said house located on the above said property on September 15, 1991; that subsequent thereto, the said minor children's father shot and killed himself in said house on said property; that the death of their parents was an extremely traumatic experience for said minor children and it is not in their best interest that they reside in said house; that said real estate is deteriorating and becoming less valuable due to wear, tear and attrition.

3. That it is in the best interest of said minor children that the house and real estate above described be sold; that the Petitioner has negotiated a fair, just and reasonable private sale of said property with Willie J. Moore and Willie M. Moore by contract, a copy of which was attached to the Petition as Exhibit "A", which said contract as modified provides for said real estate to be sold for Ten Thousand and no/100 Dollars (\$10,000.00); that it is in the best interest of said minor children that said real estate be sold to the said Willie J. Moore and Willie M. Moore and that said sale by Petitioner for Ten Thousand and no/100 Dollars (\$10,000.00) cash be approved by this said Court; that said real estate, unless sold, as aforesaid, will lessen and depreciate further in value; that the sum of Ten Thousand and no/100 Dollars (\$10,000.00) represents the fair, just and reasonable cash market value of said property.

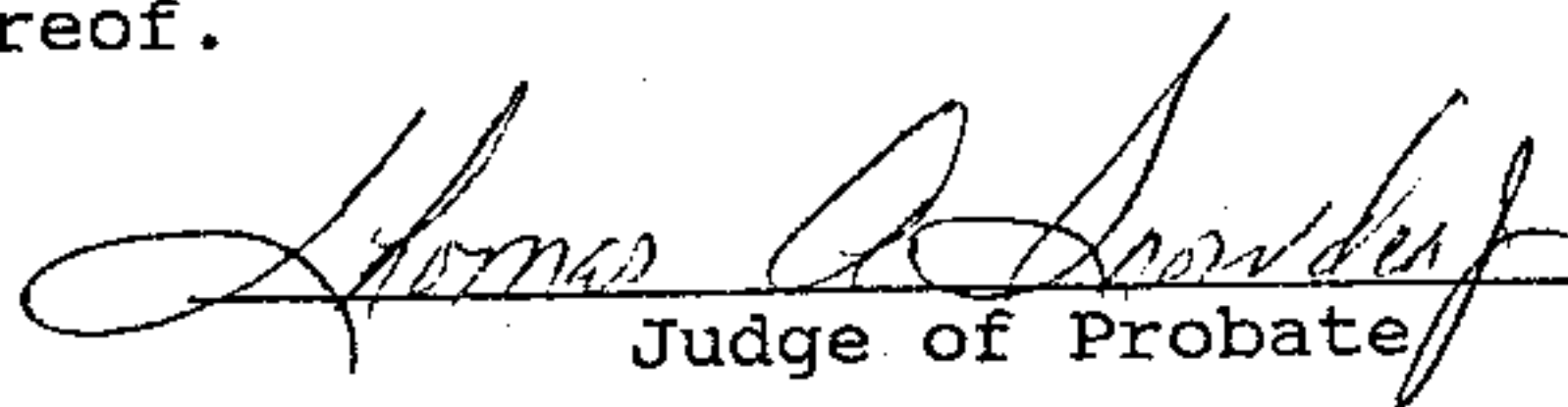
It is therefore, CONSIDERED, ORDERED, ADJUDGED and DECREED by the Court as follows:

1. That the Petitioner, Rosa M. Collins, as Conservator of the Estates of Yeshika T. Moore, a minor, Felicia F. Moore, a minor, and Shawnkitta S. Moore, a minor, is hereby ordered and directed to convey the real estate above described to Willie J. Moore and Willie M. Moore for the cash consideration and purchase price of Ten Thousand and no/100 Dollars (\$10,000.00) pursuant to the terms of contract attached to the Petition in this cause as Exhibit "A", and a copy of such contract as modified is attached to this Order as Exhibit "A", and made part and parcel hereof as fully as if set out herein.

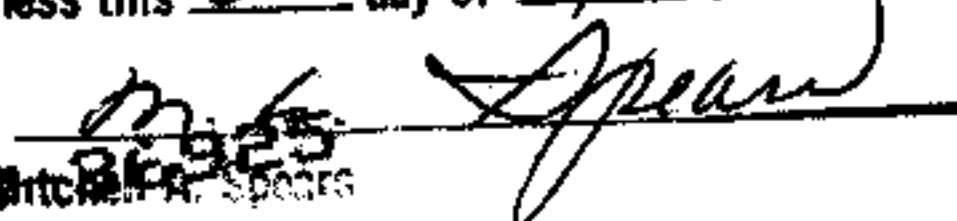
2. That the said Petitioner, Rosa M. Collins, should be and she is hereby authorized and directed to execute a survivorship warranty deed conveying said property to the said Willie J. Moore and Willie M. Moore, upon receipt of the purchase price of Ten Thousand and no/100 Dollars (\$10,000.00), conveying all the right, title and interest of said minors in and to said real estate to said purchasers.

3. That the said Petitioner, Rosa M. Collins, is further authorized and directed to pay from the proceeds of said sale any closing costs, attorneys' fees and title insurance premiums due and required pursuant to the terms of said contract.

4. The Court further ORDERS and DECREES that the Guardian ad Litem, Roy Johnson, shall be paid from the proceeds of said sale the sum of Two Hundred Twenty-five and no/100 Dollars (\$225.00) for his services rendered as Guardian ad Litem in this cause, which said sum, together with all other court costs accrued in this cause, are hereby taxed to the Petitioner, for which let execution issue after the expiration of thirty (30) days from the date hereof.

  
Judge of Probate

I, Mitchell A. Spears hereby certify that I have paid the above designated indebtedness this 3rd day of Nov, 1993.

  
Inst # 1993-36925

11/19/1993-36925  
12:48 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 MCD 19.50