

This Instrument Prepared By:  
James F. Burford, III  
Attorney at Law  
Suite 200, 100 Vestavia Office Park  
Birmingham, Alabama 35216

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Send Tax Notice To:  
JUNG J. LEE  
1538 W. THOMAS ST.  
CHICAGO, ILL  
60622

**WARRANTY DEED**

STATE OF ALABAMA )

SHELBY COUNTY )

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of Fifty Thousand Eight Hundred Thirteen and 12/100 Dollars (\$50,813.12) plus assumption of mortgage below, to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, we, RANDALL H. GOGGANS, a married man, JOHN ANTHONY JOSEPH, a married man and LOUIS DOUGLAS JOSEPH, a married man (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto JUNG J. LEE (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

SUBJECT TO: (1) Taxes due in the year 1994 and thereafter; (2) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 127, Page 563 in Probate Office; (3) Right(s)-of-Way(s) granted to Colonial Pipeline by instrument(s) recorded in Deed 268, Page 460 and Deed 220, Page 810 in Probate Office; (4) Easement(s) to Plantation Pipeline as shown by instrument recorded in Deed 112, Page 376; Deed 113, Page 64 and Deed 252, Page 599 in Probate Office; (5) 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 50, Page 265 in Probate Office.

The property conveyed herein is not the homestead of any of the Grantors or their spouses.

Grantee herein expressly agrees to assume and pay that certain mortgage from Louis D. Joseph to Michael Nivens and Peggy Nivens dated August 15, 1992 in amount of \$23,062.00, and recorded as Instrument #1992-18070 with modification recorded as Instrument #1993-7490 and replacement mortgage in the amount of \$36,531.00 dated May 25, 1993 and recorded as Instrument #1993-16430 to be paid and properly satisfied. Grantee shall hold Grantors harmless from nonpayment of said mortgage. Grantors warrant that the current principal balance on the note secured by said mortgage is \$32,436.88.

TO HAVE AND TO HOLD to the said Grantee, her successors and assigns forever.

And we do for ourselves and for our heirs, executors and administrators, covenant with said Grantee, her successors and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated 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, her successors and assigns forever, against the lawful claims of all persons.

Inst # 1994-22102

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-1- 07/14/1994-22102  
10:45 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 NCD 66.50

Inst # 1994-22102

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this the 11<sup>th</sup> day of July, 1994.

Randall H. Goggans  
Randall H. Goggans

Louis Douglas Joseph  
Louis Douglas Joseph

John Anthony Joseph  
John Anthony Joseph

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public, in and for said County and in said State, hereby certify that RANDALL H. GOGGANS, a married man, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that, being informed of the contents of said instrument, he has executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 11 day of July, 1994.

Notary Public  
My Commission Expires: 3-1-98

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public, in and for said County and in said State, hereby certify that LOUIS DOUGLAS JOSEPH, a married man, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that, being informed of the contents of said instrument, he has executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 11 day of July, 1994.

Sam Denty  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA )

MY COMMISSION EXPIRES FEB. 9, 1998

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public, in and for said County and in said State, hereby certify that JOHN ANTHONY JOSEPH, a married man, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that, being informed of the contents of said instrument, he has executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 11 day of July, 1994.

Sam Denty  
Notary Public  
My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES FEB. 9, 1998

**EXHIBIT "A"**

**(PARCEL I)**

A parcel of land in the SE 1/4 of the SW 1/4 of Section 2, Township 20 South, Range 1 West, Shelby County, Alabama described as follows:

Beginning at the NE corner of the SE 1/4 of the SW 1/4 of Section 2, Township 20 South, Range 1 West; thence South 00 deg. 35 min. 05 sec. West and along the East line of said 1/4 1/4 section a distance of 667.10 feet to the point of beginning of the following described property; thence continue along the last described course a distance of 654.76 feet; thence South 89 deg. 48 min. 41 sec. West a distance of 1336.72 feet; thence North 00 deg. 09 min. 13 sec. East a distance of 649.31 feet; thence North 89 deg. 34 min. 51 sec. East a distance of 1341.69 feet to the point of beginning; being situated in Shelby County, Alabama.

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