

THIS INSTRUMENT WAS PREPARED BY:  
Richard W. Theibert, Attorney  
NAJJAR DENABURG, P.C.  
2125 Morris Avenue  
Birmingham, Alabama 35203

Inst # 1996-37426

SEND TAX NOTICE TO:  
Robert W. O'Connor, Jr.

P.O. Box 1224  
COLUMBIANA, AL 35051

STATUTORY WARRANTY DEED  
WITHOUT SURVIVORSHIP

THE STATE OF ALABAMA )  
COUNTY OF SHELBY ) KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of One Hundred Twenty-Three Thousand Two Hundred and No/100, (\$123,200.00), DOLLARS, in hand paid to the undersigned, Bank of Alabama, (hereinafter referred to as "GRANTOR"), by Robert W. O'Connor, Jr., a married man, (hereinafter referred to as "GRANTEE"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto GRANTEE the following described real estate, located and situated in Shelby County, Alabama, to wit:

Lot 8, according to the Survey of Grande View Estates, Givianpour Addition to Alabaster, as recorded in Map Book 19, Page 100 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

SUBJECT TO:

1. Ad valorem taxes for the year, 1997.
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 of 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 claims 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. 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.
8. Building setback line of 30 feet reserved from Grande View

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003 MCD 14.50

- Circle and Shelby County Highway No. 12 as shown by plat.
9. Public easements as shown by recorded plat.
  10. Restrictions, covenants and conditions as set out in instruments recorded in Inst. #1995-5892; Inst. #1995-28543; Inst. #1995-28544; Inst. #1996-0339 and Inst. #1996-29192 in Probate Office.
  11. Transmission Line Permits to Alabama Power Company as shown by instrument recorded in Deed 138, Page 170 in Probate Office.
  12. 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 13, Page 385 and Deed 325, Page 546 in Probate Office.
  13. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in, and as referenced in deed(s) recorded in Inst. #1995-35124 in the Probate Office.
  14. Articles of Incorporation as set out by instrument recorded as Inst. #1995-5890 and By-Laws pertaining thereto recorded as Inst. #1995-5891 in Probate Office.
  15. Any loss, liability, damage, claim, expense, cost, and attorney fee occasioned by the statutory right of redemption from the foreclosure on August 27, 1996 by the foreclosure Deed dated August 27, 1996 and recorded as Inst. #1996-28993 in the Probate Office of Shelby County, Alabama, under state and federal law.

"Subject to the outstanding statutory right of redemption on the part of those entitled to redeem under the laws of the State of Alabama. Said statutory right of redemption arises out of that certain foreclosure deed dated August 27, 1996, recorded as Inst. #1996-28993 in the Probate Office of Shelby County, Alabama. Said rights to expire are one (1) year from date of foreclosure, i.e., August 27, 1997."

The purchase price recited above was paid from the proceeds of a purchase money mortgage for \$132,000.00 executed simultaneously with delivery of this deed.

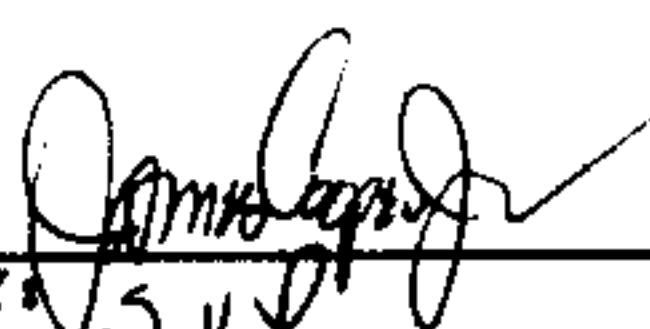
GRANTEE understands that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations of all protective covenants and restrictions and statutory right of redemption as set out hereinabove.

TO HAVE AND TO HOLD to the said above described property unto the said party of the second part, together with all and singular the tenements, heriditaments and appurtenances thereunto belonging or in anywise appertaining and unto his successors and assigns forever.


IN WITNESS WHEREOF, the said Bank of Alabama, by its Sr. Vite-President, James Cooper, Jr., who is authorized to execute this conveyance, has hereto set its signature and seal, this 23rd day of October, 1996.

IN WITNESS WHEREOF, I, Robert W. O'Connor, Jr., the GRANTEE, have hereunto set my hand and seal, this 23rd day of October, 1996.

Bank of Alabama

  
BY: S.V.P. (SEAL)  
ITS: S.V.P.

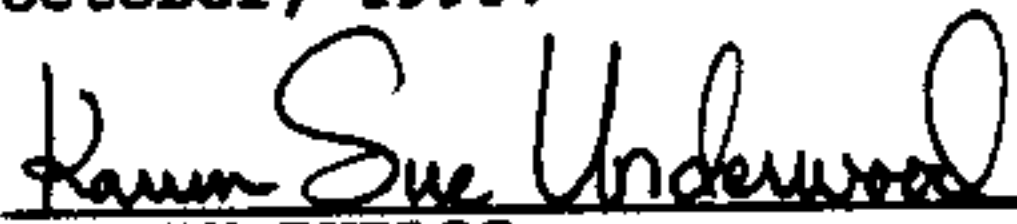
GRANTOR

  
Robert W. O'Connor, Jr. (SEAL)  
GRANTEE

THE STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James Cooper, Jr. whose name as Sr. Vice-President, of Bank of Alabama, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and official seal this 23rd day of October, 1996.

  
NOTARY PUBLIC

My commission expires: MY COMMISSION EXPIRES JUNE 28, 1997

THE STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robert W. O'Connor, Jr., a married man, whose name is signed to the foregoing conveyance as GRANTEE, 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 23rd day of October, 1996.

  
NOTARY PUBLIC

My commission expires: MY COMMISSION EXPIRES JUNE 28, 1997

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