

THIS INSTRUMENT WAS PREPARED BY:
CHARLES L. DENABURG
NAJJAR DENABURG, P.C.
2125 Morris Avenue
Birmingham, AL 35203

SEND TAX NOTICE TO:
National Bank of Commerce
Attn: William B. Sanders
1927 1st Avenue North
Birmingham, AL 35203

Value
\$ 500.00

STATE OF ALABAMA)

SHELBY COUNTY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the undersigned, George Hontzas, (the "Grantor") is the owner and record title holder of all that real property situated in Shelby County, Alabama, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Grantor has heretofore executed and delivered to National Bank of Commerce of Birmingham, a national banking association (the "Grantee"), those certain mortgages recorded in Document No. 1993-12894 and Document No. 1993-12895, in the office of the Judge of Probate of Shelby County, Alabama (collectively the "Mortgage"), covering the Property; and

WHEREAS, Grantor has requested that he be permitted to, and has agreed to, convey the Property to Grantee in consideration of a credit by Grantee to Grantor from and against the indebtedness secured by the Mortgage; and

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08:10 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 HCD 19.00

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WHEREAS, the Grantor and the Grantee have mutually agreed upon the credit after obtaining an appraisal of the value of the Property and Grantor acknowledges that such credit and other considerations given to Grantor by Grantee are fair, equitable, beneficial and to the best interest of Grantor; and

WHEREAS, the Grantee, by the acceptance of this Deed, shall in consideration thereof, credit the agreed amount of the indebtedness secured by the Mortgage and Grantee shall assume certain other indebtedness secured by other mortgages affecting the Property as set forth herein.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) cash in hand paid to the Grantor by the Grantee, the receipt and sufficiency of which the Grantor hereby acknowledges, and the aforesaid agreement of the Grantee to credit the agreed amount of the indebtedness secured by the Mortgage, the Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto National Bank of Commerce of Birmingham, a national banking association, all of that certain real property situated in Shelby County, Alabama, and more particularly described in Exhibit A attached hereto and made a part hereof, together with any and all rights of redemption, statutory or equitable, of the Grantor with respect thereto, subject to the following mortgage:

Mortgage from Randall J. Goggans to Vestula Vaughn Thompson; John Harlan Thompson, III and Penny Thompson Gallups recorded in Volume 431, page 977 and Volume 431, page 975 and partial assignment to Land and Mortgage Co. Tennessee Corporation in Real Volume 41, page 896 and Real Volume 41, page 897 and further assigned to Nationscredit Financial Services Corporation recorded in Instrument #1993-28667 and Instrument #1993-28668.

Grantor expressly makes this conveyance without reservation or retention of any rights of redemption, statutory or equitable.

TO HAVE AND TO HOLD to National Bank of Commerce of Birmingham, its successors and assigns, in fee simple forever.

The undersigned Grantor covenants with the Grantee that he is the owner of the Property and has a good right to sell and convey the same; that the same is free of all encumbrances except the Mortgage cited above.

It is understood and agreed that the lien and title of the Mortgage shall not be merged in the title hereby conveyed, and that if for any reason this conveyance shall be held ineffective in any particular, or in the event of the setting aside of this conveyance in any proceedings instituted under the bankruptcy or other law, or in the event the survival of the lien and title of the Mortgage is necessary or appropriate to protect the interest and complete title of Grantee, the Grantee shall be subrogated to, or shall be considered to have retained, all of its lien, title and rights under the Mortgage and the indebtedness secured thereby, and in any such event the Grantee shall have the right to proceed to a foreclosure of the Mortgage as determined by Grantee in all respects as if this instrument had not been executed.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument and set his hand and his seal thereunto, all on this 26th day of Nov, 1996.

WITNESS:

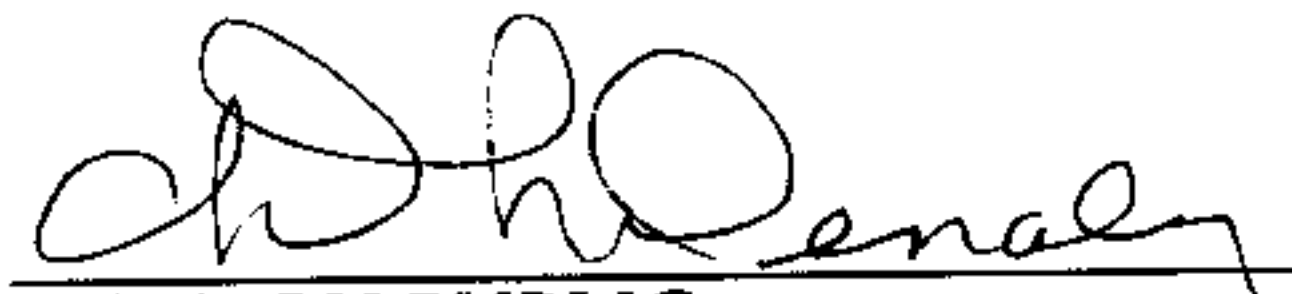


GEORGE HONTZAS

STATE OF ALABAMA
JEFFERSON COUNTY

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

Given under my hand and official seal this the 26th day of Nov, 1996.



NOTARY PUBLIC

My Commission expires: 4/30/2000

(SEAL)

HONTZAS.DEED-IN-LIEU

EXHIBIT "A"

PARCEL I

All that part of the West half of Section 13, Township 19 South, Range 2 East, lying North and West of the Atlantic Coast Line Railroad; being situated in Shelby County, Alabama.

PARCEL II

Commence at the Southwest corner of the Southeast quarter of Section 28, Township 19 South, Range 2 East, Shelby County, Alabama, thence proceed North 47 degrees 30 minutes East for a distance of 109.15 feet to a point; thence turn 13 degrees 15 minutes to the left and proceed North 34 degrees 15 minutes East for a distance of 1505.5 feet to a point on the Easterly right-of-way line of Alabama No. 25 Highway and the point of beginning of land herein described; from this beginning point continue North 34 degrees 15 minutes East along the easterly right-of-way of said highway for a distance of 150 feet; thence turn an angle of 86 degrees 25 minutes to the right and proceeds South 59 degrees 20 minutes East for a distance of 142.8 feet; thence turn an angle of 94 degrees 00 minutes to the right and proceed South 34 degrees 40 minutes West for a distance of 93.1 feet; thence turn an angle of 63 degrees 11 minutes to the right and proceed North 82 degrees 09 minutes West for a distance of 157.2 feet to the point of beginning. Situated in Southeast Quarter of Section 28, Township 19 South, Range 2 East. Situated in Shelby County, Alabama.

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