

Send tax notice to:
S. Clare Clements
133 Summer Circle
Birmingham, Alabama 35242-3541

This instrument prepared by:
Charles A. J. Beavers, Jr.
Bradley, Arant, Rose & White
2001 Park Place, Suite 1400
Birmingham, Alabama 35203

STATE OF ALABAMA)
:
SHELBY COUNTY)

Inst # 1996-40018

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Hundred Thirty-Nine Thousand Five Hundred and No/100 Dollars (\$139,500.00) in hand paid to Edward J. Marino, Sr., a married man ("Grantor") by S. Clare Clements ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee the following described real estate (the "Property") situated in Shelby County, Alabama, to-wit:

Lot E, according to the Survey of Brook Ridge Estates, as recorded in Map Book 17, page 133, in the Probate Office of Shelby County, Alabama.

By acceptance of this Deed, Grantee hereby covenants and agrees for herself and her heirs, successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of past or future injuries to Grantee, any occupant, or other person in or upon the Property which are caused by or arise as a result of the condition of the Property, including soil and/or subsurface conditions, known or unknown, under or on the Property or any lot adjacent to the Property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property sold hereunder. This covenant and agreement shall run with the land conveyed hereby as against Grantee and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.

12/05/1996-40018
11:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MEL 41.00

Grantee agrees to indemnify and save harmless, and releases, waives, discharges, and covenants not to sue, Grantor from all liability to Grantee, any occupants of the Property, and their guests for any and all loss, damage, or expense, and any claim, demand or suit therefor on account of injury to the person or property or resulting in death of Grantee, any occupants of the Property, or their guests, whether caused by the negligence of Grantor or otherwise, while Grantee, any occupants of the Property and their guests are in, on or around the Property or any lot adjacent to the Property for any purpose.

Grantor hereby certifies that the above described property has never been and does not now constitute the homestead of Grantor (as defined by Section 6-10-2, et seq, of the Code of Alabama, 1975).

\$114,500.00 of above consideration represents proceeds of a loan secured by a mortgage recorded simultaneously herewith.

TO HAVE AND TO HOLD to Grantee, her heirs and assigns forever; subject, however, to the following:

1. Ad valorem taxes for the 1997 tax year, a lien but not yet due and payable
2. Restrictions, covenants and conditions as set out in instruments recorded in Instrument #1993-17269, Instrument #1993-38371, Instrument #1995-15765, and Instrument #1995-16919 in said Probate Office
3. Transmission line permit(s) to Alabama Power Company as shown by Instrument(s) recorded in Deed 101, page 541, in said Probate Office
4. Public easements as shown by recorded plat, including a 50 foot easement for ingress, egress and utilities
5. Restrictive covenants regarding Alabama Power Company power easement recorded in Instrument #1994-1182 in said Probate Office
6. Matters shown by Survey/Subdivision Plat of Brook Ridge Estates as recorded in Map Book 17, page 133, in said Probate Office
7. Mineral and mining rights not owned by Grantor
8. Present zoning classification
9. Recorded easements and encumbrances

And Grantor does for himself, his heirs, executors, administrators, and assigns, covenant with Grantee, her heirs, executors, administrators, and assigns, that he is lawfully seized in fee simple of said premises; that they are free from all encumbrances except as set forth hereinabove; that he has a good right to sell and convey the same as aforesaid; and that he will, and his heirs, executors, and assigns shall, warrant and defend the same to Grantee, her heirs, executors, and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal on the 4th day of December, 1996.

Edward J. Marino Sr.
Edward J. Marino, Sr.

Grantee enters into this conveyance on the 4th day of December, 1996, for the purpose of acknowledging the covenants and agreements of Grantee as more particularly set forth in this Deed.

S. Clare Clements
S. Clare Clements

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Edward J. Marino, Sr., a married man, 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal the 4th day of December, 1996.


Notary Public

[NOTARIAL SEAL]

My commission expires

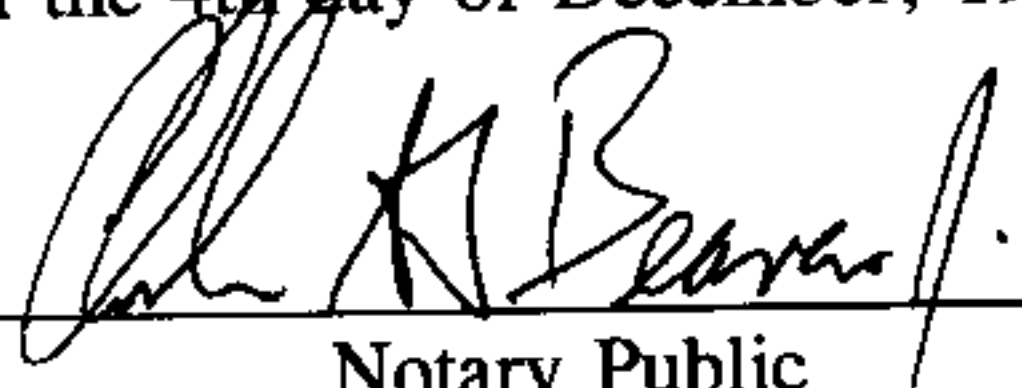
Aug '99

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that S. Clare Clements, 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 the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal the 4th day of December, 1996.


Notary Public

[NOTARIAL SEAL]

My commission expires

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