

This Instrument Prepared By:  
George M. Ritchey, Esquire  
1910 28th Avenue South  
Birmingham, Alabama 35209

Send Tax Notice To:  
Charles W. & Louise H. Scott  
P. O. Box 250  
Calera, AL 35040

STATE OF ALABAMA )  
 ) SPECIAL WARRANTY DEED  
 ) Jointly For Life With Remainder To Survivor  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Sixty-Three Thousand and no/100 Dollars (\$63,000.00) cash in hand paid by CHARLES W. SCOTT and wife, LOUISE H. SCOTT to BANKERS TRUST COMPANY OF CALIFORNIA, N.A., NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE ON BEHALF OF VENDEE MORTGAGE TRUST 1993-3 (hereinafter called "Grantor"), the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said CHARLES W. SCOTT and wife, LOUISE H. SCOTT, (hereinafter called "Grantees"), for and during their joint lives and upon the death of either of them, then to the survivor of them, together with every contingent remainder and right of reversion, the following described real estate lying and being situated in Shelby County, Alabama, to-wit:

Lots 1 and 2, in Block 267, according to the unrecorded Map of J. H. Dunstan's Map of the Town of Calera. Situated in Shelby County, Alabama.

SUBJECT, HOWEVER, to any and all Statutory rights of redemption on the part of those parties entitled to redeem under the laws of the State of Alabama and the United States of America in favor of mortgagors and other persons or parties granted such right by virtue of that certain foreclosure evidenced by Foreclosure Deed dated March 28, 1997, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument #1997-11682, which said rights will exist from said period.

It is specifically understood and agreed that the Grantor has executed this conveyance subject to:

1. Ad valorem taxes now due and those becoming due in the future, which the Grantees herein agree to assume and pay.
2. Existing rights-of-way, encroachments, party walls, building restrictions, zoning, recorded and/or unrecorded easements, deficiency in quantity of ground, overlaps, overhangs, any discrepancies or conflicts in boundary lines, or any matters not of record, if any, which would be disclosed by an inspection and survey of the property.
3. Any prior reservation or conveyance, together with release of damages, of minerals and mining rights of every kind and character, including but not limited to, gas, oil, sand and gravel in, on and under subject property and all rights incident thereto.
4. Any and all restrictions, reservations, covenants, easements and rights of way, if any, heretofore imposed of record affecting said property and municipal zoning ordinances now or hereafter becoming applicable, and taxes or assessments now or hereafter becoming due against said property.

TO HAVE AND TO HOLD unto the said Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

This instrument is executed without warranty or representation of any kind on the part of the undersigned, express or implied, except that there are no liens or

Inst # 1997-20247  
06/30/1997-20247  
09:05 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
74.00  
002 SNA

encumbrances outstanding against the premises conveyed which were created or suffered by the undersigned and not specifically excepted herein.

By accepting this Special Warranty Deed, Grantees acknowledge that they have had adequate opportunity to inspect the property conveyed herein as well as all improvements located thereon. Except as specifically set forth in this Special Warranty Deed this conveyance is made without warranty or representation, either express or implied and is on an "AS IS and "WHERE IS" basis.

This instrument is executed by the undersigned solely in the representative capacity named herein, and neither this instrument nor anything herein contained shall be construed as creating any indebtedness or obligation on the part of the undersigned in its individual or corporate capacity, and the undersigned expressly limits its liability hereunder to the property now or hereafter held by it in the representative capacity named.

IN WITNESS WHEREOF, BANKERS TRUST COMPANY OF CALIFORNIA, N.A., NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR VENDEE MORTGAGE TRUST 1993-3, BY GE CAPITAL MORTGAGE SERVICES, INC., ITS ATTORNEY IN FACT, by and through Mary McCauley, its AUP, has hereto set her signature and seal, this the 24th day of June, 1997.

BANKERS TRUST COMPANY OF CALIFORNIA, N.A.,  
NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY  
AS TRUSTEE FOR VENDEE MORTGAGE TRUST 1993-3

BY: GE CAPITAL MORTGAGE SERVICES, INC.,  
ITS ATTORNEY IN FACT

(Seal)

By: Mary McCauley  
Title: AUP

STATE OF Texas  
COUNTY OF Harris

I, the undersigned, a notary public, in and for said county, in said state, hereby certify that BANKERS TRUST COMPANY OF CALIFORNIA, N.A., NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR VENDEE MORTGAGE TRUST 1993-3, BY GE CAPITAL MORTGAGE SERVICES, INC., ITS ATTORNEY IN FACT, by Mary McCauley, whose name as AUP 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 said conveyance, She, as such AUP and with full authority, executed the same voluntarily for and as the act of said Trust Company on the day the same bears date.



[Signature]  
Notary Public

My Commission Expires: 3/28/00

06/30/1997-20247  
09:05 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 SNA 74.00

Inst # 1997-20247