

This instrument was prepared by

Mitchell A. Spears

ATTORNEY AT LAW

P.O. Box 119

Montevallo, AL 35115-0091

205/665-5102

205/665-5076

Send Tax Notice to: ANN PARMER PILKINGTON

(Name)

(Address)

P.O. Box 455
Calera, AL 35020

WARRANTY DEED

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of **TWENTY-SIX THOUSAND, NINE HUNDRED SIXTY-SEVEN and 00/100, (\$26,967.00)**

DOLLARS

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, **AUBREY V. PARMER**, an unmarried man, by and through his Attorney-in-Fact, **ANN PARMER PILKINGTON** formerly known as **ANN PARMER CROUSE**; **ANN PARMER CROUSE PILKINGTON**, formerly known as **ANN PARMER CROUSE**, a married woman; and **WAYNE PAUL PARMER**, a married man (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

ANN PARMER PILKINGTON

(herein referred to as grantee, whether one or more), the following described real estate, situated in **SHELBY County, Alabama**, to-wit:

Lot No. 12, according to Baxley's Resurvey of the Eastern Block of Word's Addition to the Town of Calera, Alabama, said resurvey being recorded in Map Book 3, on Page 80, in the Probate Office of Shelby County, Alabama.
Situating in Shelby County, Alabama.

SUBJECT TO:

Taxes for 1998 and subsequent years. 1998 ad valorem taxes are a lien but not due and payable until October 1, 1998.

Any loss, claim, damage, or expense including additional tax due, if any, arising from or due to the fact that ad valorem taxes for subject property have been paid under a current use assessment.

Right of way to Shelby County as recorded in Deed Book 107, Page 377, in Probate Office.

THE REAL ESTATE HEREINABOVE DESCRIBED DOES NOT CONSTITUTE THE HOMESTEAD OF ANY OF THE MARRIED GRANTORS HEREIN, NOR THAT OF THEIR SPOUSE, NEITHER IS IT CONTIGUOUS THERETO.

EXHIBIT "A", CONSTITUTING THE DURABLE POWER OF ATTORNEY, FROM AUBREY V. PARMER TO ANN PARMER CROUSE, NOW KNOWN AS ANN PARMER CROUSE PILKINGTON IS HERETO ATTACHED AND FULLY INCORPORATED HERewith.

ALSO SUBJECT TO:

PURCHASE MONEY FIRST MORTGAGE IN FAVOR OF **WAYNE PAUL PARMER** IN THE SUM OF \$10,667.00, EXECUTED ON EVEN DATE HERewith BY GRANTEE.

02/18/1998-05256
08:39 AM CERTIFIED

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, his, her or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 10th day of February, 19 98

Aubrey V. Parmer (Seal)
Aubrey V. Parmer, by and through his
Attorney-in-Fact, Ann Parmer Crouse Pilkington
Ann Parmer Crouse Pilkington (Seal)
(Seal)

Ann Parmer Crouse Pilkington (Seal)
Ann Parmer Crouse Pilkington
Wayne Paul Parmer (Seal)
Wayne Paul Parmer
(Seal)

STATE OF ALABAMA

SHELBY

County

General Acknowledgment

I, the undersigned authority in said State, hereby certify that **Ann Parmer Crouse Pilkington**

a Notary Public in and for said County.

whose name(s) **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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 10th day of February, 19 98

My Commission Expires: 9/13/2001

Notary Public

STATE OF ALABAMA)
COUNTY OF SHELBY)

GENERAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **WAYNE PAUL PARMER**, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 10th day of FEBRUARY, 1998.

M A S
Notary Public
My Commission Expires: 9/13/2001

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGMENT IN REPRESENTATIVE CAPACITY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **ANN PARMER CROUSE PILKINGTON**, whose name as **Attorney-in-Fact for AUBREY V. PARMER**, 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, she, in her capacity as such Attorney-in-Fact, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 10th day of FEBRUARY, 1998.

M A S
Notary Public
My Commission Expires: 9/13/2001

EXHIBIT "A"

STATE OF ALABAMA)
COUNTY OF SHELBY)

DURABLE POWER OF ATTORNEY

I, AUBREY V. PARMER, hereinafter designated as "Principal", of SHELBY County, Alabama, do hereby constitute and appoint, ANN PARMER CROUSE, of SHELBY County, Alabama hereinafter designated as "Attorney in Fact", as my true and lawful Attorney in Fact in and for the State of Alabama, and all other Counties and States, including foreign countries, wherein the need may arise, for the following purposes:

To sign her name as surety to, and to execute, seal and acknowledge any and all bonds, mortgages, instruments and other documents, including the execution of deeds or other documents for the purpose of transferring or conveying any right, title or interests which I may own in and to real estate located within Shelby County, Alabama, and to do and perform any and all other acts which may accrue to my interest, within the discretion of said Attorney in Fact.

This instrument shall be construed as a complete and Durable Power of Attorney, and shall vest in said Attorney in Fact full power and authority to do, conduct and perform all personal and business matters of whatever nature, which I have the power and authority to do, conduct and perform for myself, without any limitations whatsoever. The herein designated Attorney in Fact shall have the authority to act in the performance or undertaking of any of the above designated duties or tasks.

The above designated Principal hereby specifically confers upon said Attorney in Fact the authority to execute any and all notes, mortgages, waivers, disclosures, assignments, assumptions, or any and all other documents for which the need may arise on behalf of me, the Principal herein, and for my benefit, to any other party or entity which she, in her sole discretion, may deem advisable and appropriate.

This Durable Power of Attorney shall not be affected by the disability, incompetency or legal incapacity of the Principal; and all acts done by said Attorney in Fact pursuant to the powers granted herein during any period of disability, incompetency or incapacity of said Principal shall have the same effect and inure the benefit of, and bind me and my successors in interest as if I were competent, not disabled and not incapacitated.

If, following execution of this Durable Power of Attorney, a Court of my domicile appoints a guardian, curator or other fiduciary charged with the management of the subject realty, or any portion thereof, said Attorney in Fact shall be accountable to the said fiduciary, as well as the Principal. Said fiduciary shall have the same power to revoke or amend the Power of Attorney that I, as Principal, would have had if I were not disabled, incompetent or incapacitated.

I hereby nominate the herein named Attorney in Fact to serve as my guardian, conservator or other fiduciary in the event that any Court of competent jurisdiction has occasion to make such appointment at some future date.

Furthermore, I specifically revoke any and all prior Powers of Attorney issued by me to any Attorney in Fact, and direct that any and all such prior Power of Attorney and/or Powers of Attorney are hereby cancelled, nullified and held void, or for naught.

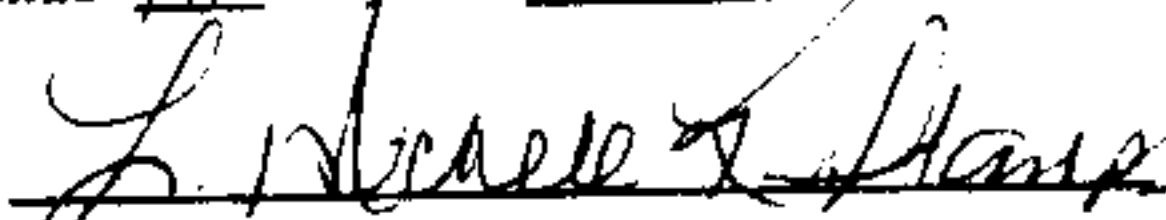

Aubrey V. Farmer

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that AUBREY V. FARMER, whose name is signed to the foregoing Durable Power of Attorney, and who is known to me, acknowledged before me on this day, that, being informed of the contents of this document, said Principal executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of JANUARY, 1995.


Notary Public
My Commission Expires: 5/95

Prepared By:

MITCHELL A. SPEARS

ATTORNEY AT LAW

P. O. BOX 119

MONTEVALLO, ALABAMA 35115

(205) 665-5076

Inst # 1998-05256

02/18/1998-05256
08:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 33.50

Inst # 1998-05256