

SEND TAX NOTICE TO:

PETER E. HOLDNAK
213 MARWOOD DRIVE
BIRMINGHAM, ALABAMA 35244
#58-10-2-09-0-001-003.034

THIS INSTRUMENT PREPARED BY:
Gene W. Gray, Jr.
GENE W. GRAY, JR., P.C.
2100 SouthBridge Parkway, #638
Birmingham, Alabama 35209
(205)879-3400

WARRANTY DEED AND LIMITED POWER OF ATTORNEY

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of TWO HUNDRED NINE THOUSAND AND NO/100*****(\$ 209,000.00****) to the undersigned Grantors in hand paid by the Grantees, whether one or more, herein, the receipt of which is hereby acknowledged, we, PATRICK T. WINGO AND SPOUSE, JO BETH S. WINGO, (herein referred to as Grantors) do grant, bargain, sell and convey unto PETER E. HOLDNAK and spouse, KATHLEEN C. HOLDNAK (herein referred to as Grantees) as individual owner or as joint tenants, with right of survivorship, if more than one, the following described real estate, situated in the State of Alabama, County of SHELBY, to wit:

LOT 34, ACCORDING TO THE SURVEY OF MARWOOD, 2ND SECTOR, AS RECORDED IN MAP BOOK 10 PAGE 16 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
MINERAL AND MINING RIGHTS EXCEPTED.

Subject to:

Advalorem taxes for the year 1998 which are a lien, but not due and payable until October 01, 1998.
Building setback lines and easements as shown by recorded plat.
Restrictions, covenants and conditions as set out in instrument(s) recorded in Deed Book 102 page 53 and 54.
Transmission Line Permit(s) to Alabama Power Company as to underground cables recorded in Real 89 page 975.
Title to all minerals within and underlying the premises, together with all mining rights set out in Deed Book 327, page 553.
Fence mislocated into easement as shown in Survey by Laurence D. Weygand, dated November 18, 1991.

\$ 198,550.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said Grantee(s), his/her/their heirs and assigns, forever; it being the intention of the parties to this conveyance, that if more than one Grantee, then to the Grantees as joint tenants with right of survivorship (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantee(s) herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

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

Inst # 1998-11183

0123/30/1998-11183
SHELBY COUNTY JUDGE OF PROBATE
21.50
CERTIFIED

And we do by these presents make, constitute and appoint COLDWELL BANKER RELOCATION SERVICES, INC. ("Agent") and/or its authorized and designated agents or representatives, as our true and lawful agent and attorney-in-fact to do and perform for us in our name, place and stead, and for our use and benefit, to execute a standard form lien waiver and any and all documents necessary for delivery of this deed and to complete the sale of the property herein described, including but not limited to the HUD-1 Settlement Statement, HUD-1 Certification, Affidavit of Purchaser and Seller, AHFA Bond Forms (Seller Affidavit), Lender Assumption Statements and/or Modification Agreement, Lender Compliance Agreement, and any other documents required for said sale and conveyance. We further give and grant unto our Agent full power and authority to do and perform every act necessary and proper to be done and the exercise of any of the foregoing powers as fully as we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that our Agent shall lawfully do or cause to be don by virtue hereof. This power of Attorney shall not be governed by the laws of the State of Alabama. This power of attorney is coupled with an interest and shall remain in force and effect until delivery of this deed and the sale closed, and shall not be revoked by either of the undersigned prior to said time.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 20 day of August, 1997.

X Patrick T. Wingo
PATRICK T. WINGO

X Jo Beth S. Wingo
JO BETH S. WINGO

STATE OF Georgia
COUNTY OF Fulton

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that PATRICK T. WINGO AND JO BETH S. WINGO whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 20 day of August, 1997.

X Deanna R. Duet
Notary Public
Print Name: Deanna R. Duet
Commission Expires: _____
MUST AFFIX SEAL

(SEAL)

Notary Public, Cobb County, Georgia
My Commission Expires Jan. 9, 1999

Instructions to Notary: This form acknowledgment cannot be changed or modified. It must remain as written to comply with Alabama law. The designation of the State and the County can be changed to conform to the place of the taking of the acknowledgment.

Inst # 1998-11183

03/30/1998-11183
01:44 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

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