

FMV: \$485,954.00

THIS INSTRUMENT WAS PREPARED BY:

Josephine R. Wright
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P.O. Box 306
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(205) 226-3488

SEND TAX NOTICE TO:

Compass Bank
P. O. Box 10566
Birmingham, Alabama 35296

STATE OF ALABAMA)

GENERAL WARRANTY DEED

COUNTY OF SHELBY)

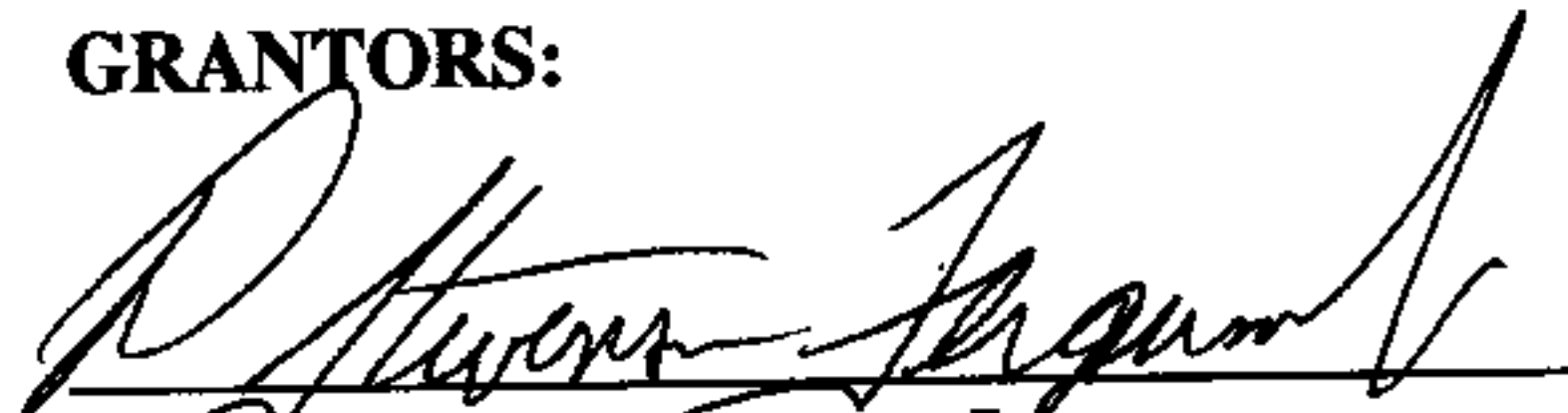
KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to **D. Stevenson Ferguson, Jr. and Shelley K. Ferguson**, a married couple ("Grantors"), the receipt whereof is hereby acknowledged, Grantors hereby grant, bargain, sell and convey, subject to the matters set forth on **Exhibit B** hereto, unto **Compass Bank**, an Alabama banking corporation ("Grantee"), the real property described on **Exhibit A** hereto, together with all easements and other appurtenances thereto.


TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever.

And said Grantors do for themselves, their heirs, successors and assigns, covenant with said Grantee and its successors and assigns, that they are lawfully seized in fee simple of said Property, that the same is free from all encumbrances unless otherwise noted above, that they have a good right to sell and convey the same as aforesaid, and that they will and their successors and assigns shall, warrant and defend the same to the said Grantee and its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantors have executed this instrument to be effective as of the 11th day of May, 1998.

GRANTORS:


D. Stevenson Ferguson, Jr.

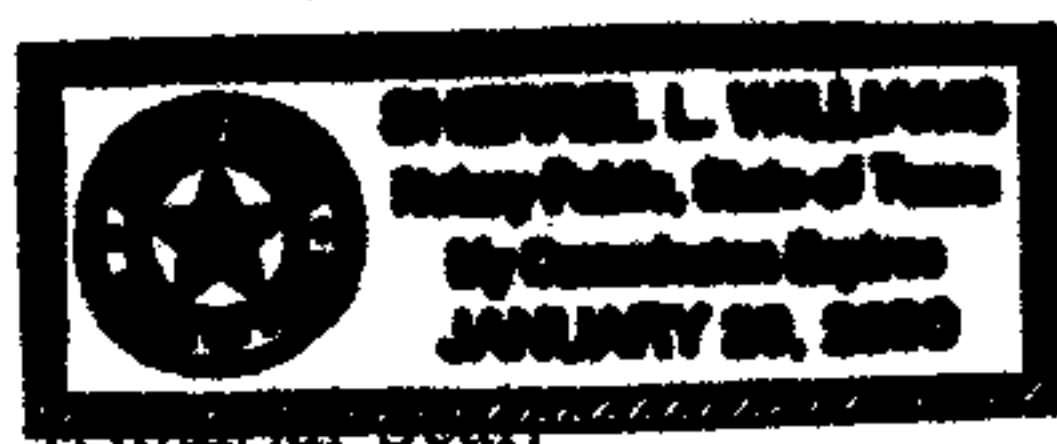

Shelley K. Ferguson
Inst # 1998-19482

Inst # 1998-19482

STATE OF Texas)
Harris COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that **D. Stevenson Ferguson, Jr. and Shelley K. Ferguson**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11 day of May, 1998.



Sherman L. Williams
Notary Public
My Commission Expires: 1/29/2000

EXHIBIT A

Description of Property

All that lot, tract or parcel of land, situate, lying and being in Shelby County, Alabama, being known and designated as ALL OF LOT 3021, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, 30TH ADDITION, as recorded in Map Book 13, Page 88 A & B in the Office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT B

Exceptions

1. Mineral and mining rights not owned by Seller, if any.
2. Easements and restrictions of record.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
5. General and special taxes or assessments for 1998 and subsequent years not yet due and payable.
6. Easements as shown by recorded plat, including an irregular easement running through the rear of the lot.
7. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential) recorded in Misc. Book 14, Page 536 in the Office of the Judge of Probate of Shelby County, Alabama, as amended in Misc. Book 17, Page 550, Inst. No. 1995-200 and Map Book 13, page 88 A & B and Notice of Compliance Certificate, recorded in Misc. Book 34, Page 549, aforesaid records.
8. Easement(s) to Alabama Power Company as shown by instrument recorded in Real 273, Page 215, aforesaid records.
9. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 127, Page 140, aforesaid records.
10. Riparian Rights, if any, in and to the use of Baneberry Lake.
11. Less and except any portion of the land lying within Baneberry Lake.
12. Declaration of Protective Covenants recorded in Real 246, Page 889, aforesaid records, with Articles of Incorporation recorded in Corp. Book 39, Page 289, aforesaid records, as to Baneberry Lake Estate.
13. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in, and as referenced in deed(s) recorded in Inst. No. 1995-200, aforesaid records.
14. Encroachment of walls off the land as shown on the survey by Laurence D. Weygand, dated August 28, 1996.
15. Rights of others to the use and enjoyment of the Lake as shown on the survey by Laurance D. Weygand, dated August 28, 1996.

Inst # 1998-19482

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05/28/1998-19482
11:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NCD 502.00