

Send Tax Notice To:

Frances Woodruff
7614 Bear Creek Road
Sterrett, AL 35147

This instrument was prepared by:

WALTER CORNELIUS, ATTORNEY AT LAW
210 Frank Nelson Building
Birmingham, AL 35203

WARRANTY DEED

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY)

That in consideration of Ten Dollars, Love and Affection, and other good and valuable consideration, to the undersigned grantors, in hand paid by the grantee herein, the receipt whereof is acknowledged, we, **WILLIAM DENNIS MURPHY, a married man, and JAMES MICHAEL MURPHY, A single man,** (herein referred to as grantors), grant, bargain, sell and convey unto our natural mother, **FRANCES WOODRUFF** (herein referred to as grantee), the following described real estate, situated in Shelby County, Alabama, to-wit:

The SW 1/4 of the SW 1/4 and all that part of the NW 1/4 of the SW 1/4 that lies south of the old Harpersville-Pelham public road in Section 28, Township 19 South, Range 1 West, except highway right-of-way of Simmsville Highway, and except the three acres, more or less, conveyed to Donald C. Overton and wife, Susan Overton, by that certain Guardian's Deed dated April 10, 1981, and recorded in Book 332, at Page 179, in the Probate Office of Shelby County, Alabama.

This conveyance is made subject to that certain Agreement executed by and between the said William Dennis Murphy, one of the grantors herein, and the said Frances Woodruff, grantee herein, with the indebtedness therein stated constituting a lien upon the above described realty to be paid in accordance with all and singular of the terms and conditions thereof, and with the said Frances Woodruff remaining liable thereunder until said indebtedness is fully paid. A copy of said Agreement is attached hereto, marked Exhibit "C", and expressly made a part hereof by reference, the same as if set out herein.

No portion of the above described realty constitutes the homestead of either of the grantors herein.

TO HAVE AND TO HOLD to the said grantee, her heirs and assigns forever.

And we do for ourselves and for our heirs, executors and administrators covenant with the said GRANTEE, her 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 the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Grantee, her heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 9 day of OCTOBER, 1998.

William Dennis Murphy (Seal)
WILLIAM DENNIS MURPHY

James Michael Murphy (Seal)
JAMES MICHAEL MURPHY

STATE OF ALABAMA)
COUNTY OF SHELBY)

General Acknowledgment

I, Mary Jo White, a Notary Public in and for said County, in said State, hereby certify that William Dennis Murphy, a married man, and James Michael Murphy, a single man, 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 official seal this 9th day of October, 1998.

Mary Jo White
NOTARY PUBLIC

MY COMMISSION EXPIRES: MY COMMISSION EXPIRES MAY 1, 2000

10/20/1998-40901
12:16 PM CERTIFIED
SHELBY COUNTY ALA
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Inst # 1998-40901

Exhibit "C"

COUNTY OF SHELBY)
STATE OF ALABAMA)

THIS AGREEMENT, executed on this the 27th day of March, 1997, by and between William Dennis Murphy and wife, Mary Ellen Adams Murphy, first parties, and Frances Jo Woodruff, second party, WITNESSETH:

WHEREAS the first party, William Dennis Murphy, is the natural son of the second party; and WHEREAS the second party is in need of funds with which to pay the remaining three (3) installments of \$19,053.86 each, due on the lien in the original amount of \$76,215.47 filed by the State of Alabama Medicaid Agency upon approximately 70 acres of land on Highway 11 in Shelby County, Alabama, which realty previously was owned by Sarah W. Sinclair, now deceased; and WHEREAS the said installments are payable quarterly, with the next installment falling due on April 15, 1997; and WHEREAS the second party must receive funds at least five (5) days prior to the due date thereof in order to make the payments on time; and WHEREAS the final two payments of \$19,053.86 each will be due and payable on July 15, 1997 and October 15, 1997, respectively; and WHEREAS the first parties desire to provide the second party with funds to make the above-stated payments as the same fall due and payable;

NOW, THEREFORE, the premises considered, the parties hereto hereby covenant, promise and agree with and unto each other as follows:

(1) On or before April 10, 1997, July 10, 1997; and October 10, 1997, the first parties will loan the second party the sum of \$19,053.86 with which to make the quarterly payment due upon said respective dates, with the total of the three amounts being \$57,161.58.

(2) The second party will repay the first parties the said total sum of \$57,161.58, together with interest at the rate of eight per cent (8%) per annum from the date of October 10, 1997, in six (6) equal annual installments, commencing on May 1, 1998, until said sum of \$57,161.58, together with interest, has been paid in full. All payments shall be applied first to interest, with the remainder to the unpaid balance of principal. At their election, the first parties may declare the entire indebtedness to be due and payable upon the failure of the second party to make any installment within sixty (60) days of the date on which such installment is due. Likewise, the first parties may declare the entire remaining indebtedness to be immediately due and payable upon the sale of said realty. The second party shall have the right to pay the principal balance due on said loan at any time, at her election, without charge of the unearned interest thereon. Any forbearance by the first parties in regard to any of the terms of this agreement shall not estop them from enforcing the remaining terms hereof.

(3) Each of the parties hereto does hereby covenant, promise and agree for himself or herself, and for his or her heirs, devisees, beneficiaries, and personal representatives.

IN WITNESS WHEREOF we have hereunto set our hands and seals on the date first hereinabove written.

Witnessed by:

Randy R. Davis
[Signature]

William Dennis Murphy (L.S.)
William Dennis Murphy (First Party)

Mary Ellen Adams Murphy (L.S.)
Mary Ellen Adams Murphy (First Party)

Frances Jo Woodruff (L.S.)
Frances Jo Woodruff (Second Party)

James M. Murphy
[Signature]

Inst # 1998-40901

10/20/1998-40901
12:16 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MEL 14.50