

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

SEND TAX NOTICE TO:

R. Shan Paden  
PADEN & PADEN  
Attorneys at Law  
100 Concourse Parkway, Suite 130  
Birmingham, Alabama 35244

BILLIE L. HAMILTON  
327 WIXFORD TRACE  
ALABASTER, AL 35007

STATE OF ALABAMA)

COUNTY OF SHELBY)

**WARRANTY DEED**

**Know All Men by These Presents:** That in consideration of ONE HUNDRED EIGHTY FOUR THOUSAND NINE HUNDRED and 00/100 DOLLARS (\$184,900.00) DOLLARS to the undersigned grantor, MAYFIELD HOMEBUILDERS, L.L.C. AN ALABAMA LIMITED LIABILITY COMPANY, in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto BILLIE L. HAMILTON, AN UNMARRIED PERSON, (herein referred to as GRANTEES, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 327, ACCORDING TO THE SURVEY OF WEATHERLY, WIXFORD MOOR, SECTOR 24, AS RECORDED IN MAP BOOK 20 PAGE 144 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 1998 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 1999.
2. BUILDING SETBACK LINE OF 20 FEET RESERVED FROM WIXFORD TRACE SHOWN BY PLAT.
3. EASEMENTS AS SHOWN BY RECORDED PLAT, INCLUDING A 10 FOOT EASEMENT ON THE NORTHWESTERLY SIDE OF LOT.
4. RESTRICTIONS, COVENANTS AND CONDITIONS AS SET OUT IN INSTRUMENT(S) RECORDED IN INST. #1996-7635 IN PROBATE OFFICE.
5. NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS SET OUT IN INST. #1995-6002 IN PROBATE OFFICE.
6. COVENANTS AND AGREEMENT FOR WATER SERVICE AND TAP FEES AS SET OUT IN INST. #1995-6003 IN PROBATE OFFICE.
7. NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND UTILITIES AS SET OUT IN INST. #1993-37547, AS ASSIGNED AS INST. #1993-40410 IN PROBATE OFFICE.
8. 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 INST. #1995-30791 IN PROBATE OFFICE.

\$179,300.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

**TO HAVE AND TO HOLD** Unto the said GRANTEES, their heirs and assigns, forever.

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And said GRANTOR does for itself, its successors and assigns, covenant with the said GRANTEE, his, her, or their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns 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, the said GRANTOR, MAYFIELD HOMEBUILDERS, L.L.C., by its MANAGING MEMBER, M.D. MAYFIELD who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 12th day of October, 1998.

MAYFIELD HOMEBUILDERS, L.L.C.

By: M.D. Mayfield  
M.D. MAYFIELD, MANAGING MEMBER

STATE OF ALABAMA)

COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that M.D. MAYFIELD, whose name as MANAGING MEMBER of MAYFIELD HOMEBUILDERS, L.L.C., <sup>an Alabama Limited Liability</sup> ~~is~~ <sup>is</sup> Company, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said ~~corporation~~ company.

Given under my hand this the 12TH day of OCTOBER, 1998.

[Signature]  
Notary Public

My commission expires: 7/11/02

Inst # 1998-41501

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