

This instrument was prepared by

SEND TAX NOTICE TO:

ANTHONY D. SNABLE, ATTORNEY  
1629 11th Avenue South  
Birmingham, Alabama 35205

T.W. SAWYER  
2580 INVERNESS POINT  
BIRMINGHAM, ALABAMA 35222

File #890299KLR

Inst # 1999-20229  
05/13/1999-20229  
10:20 AM CERTIFIED  
SHELBY COUNTY CLERK OF PROBATE  
\$3.00

**WARRANTY DEED**

**JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

STATE OF ALABAMA  
SHELBY COUNTY

**KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of **EIGHTY TWO THOUSAND DOLLARS** and **00/100 (\$82,000.00) DOLLARS** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, **Pinnacle Bank** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **T.W. SAWYER** and **GALE B. SAWYER** (herein referred to as **GRANTEES**, whether one or more), as joint tenants with right of survivorship, the following described real estate, situated in **SHELBY County, Alabama** to-wit:

**LOT 54, ACCORDING TO THE SURVEY OF ASHLEY BROOK, AS RECORDED IN MAP BOOK 22, PAGE 78, IN THE PRObate OFFICE OF SHELBY COUNTY, ALABAMA.**

**SUBJECT TO:**

1. Subject to the taxes for the year beginning October 1, 1998, which constitutes a lien, but are not yet due and payable until October 1, 1999.
2. Restrictions, covenants and reservations of record.

The buildings and improvements located and situated on said real property are being sold and conveyed to Grantees in their "as is" and "whereas" condition and Grantor makes no warranties or representations as to the condition of said buildings and improvements. Grantees have been afforded an opportunity to examine or causing to be examined the said buildings and improvements, and they are accepting the same in reliance upon their inspection of such buildings and improvements.

TO HAVE AND TO HOLD to the said **GRANTEES** as joint tenants, with right of survivorship. And said **GRANTOR** does for itself, its successors and assigns, covenant with said **GRANTEES**, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumbrances, 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 **GRANTEES**, their heirs, executors and assigns forever, against the lawful claims of all persons.

And said Grantor, for itself, its successors and assigns, covenant with said **GRANTEES**, 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, PINNACLE BANK the said GRANTOR, by JOHN C. KIRBY, its SR. VICE PRESIDENT, of PINNACLE BANK, a corporation, who is authorized to execute, this conveyance has hereto set its signature and seal, this the 6th day of May, 1999.

PINNACLE BANK

JOHN C. KIRBY, SR. VICE PRESIDENT

*John C. Kirby* (SEAL)

STATE OF ALABAMA  
JEFFERSON COUNTY

I, THE UNDERSIGNED, a Notary Public in and for said County, in said State, here by certify that JOHN C. KIRBY whose name as SR. VICE PRESIDENT of PINNACLE BANK, a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this 6th day of May, 1999.

~~Notary Public  
My commission expires~~

*10-11-99*

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SHELBY COUNTY JUDGE OF PROBATE  
002 NMS 93.00