

WARRANTY DEED

17232545

THIS INDENTURE, made this 30th day of January, 2001, between Earl L. Neumann and wife, Grace L. Neumann, of the County of Shelby, State of Alabama, party of the first part, and Department of Veterans Affairs, and successors and assigns, whose address is 345 Perry Hill Road, Montgomery, Alabama 36109, hereinafter called party of the second part.

WITNESSETH: That the party of the first part, for and in consideration of the sum of ten dollars, (\$10.00), in hand paid, receipt of which is hereby acknowledged, and other good and valuable considerations, does, by these presents, grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, successors and assigns forever, all that certain parcel of land, lying and being in the County of Shelby, State of Alabama, to-wit:

Lot 2, according to the Survey of Cedar Grove at Sterling Gate, Sector 1, Phase 1, as recorded in Map Book 22, Page 92 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

TOGETHER WITH all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same in fee simple forever.

AND the party of the first part does hereby covenant with the party of the second part that he/she will fully warrant and defend the title to the said lands against all claims whatever.

Further, party of the first part assigns and transfers to the party of the second part all rights arising under any contract of insurance for any outstanding or accrued, but unfiled or unpaid insurance claims arising from damage to the premises referred to herein.

This deed is an absolute conveyance of title in effect as well as in form, and is not intended as a mortgage, trust conveyance or security of any kind. The consideration therefor, in addition to that hereinabove set forth, is full release of all debts, obligations, and charges heretofore subsisting on account of and by the terms of that certain mortgage heretofore existing on the property herein conveyed; said mortgage is dated the 0, 0, executed by , and recorded in , inclusive, of the Public Records of Shelby County, Alabama; this conveyance completely satisfying said obligation and terminating said mortgage and note secured thereby and any effect thereof in all respects.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his/her hand to the foregoing deed of conveyance the day and year above written.

Grace L. Neumann
GRACE L. NEUMANN

02/13/2001-05098
11:41 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MMB 21.00

5-2122

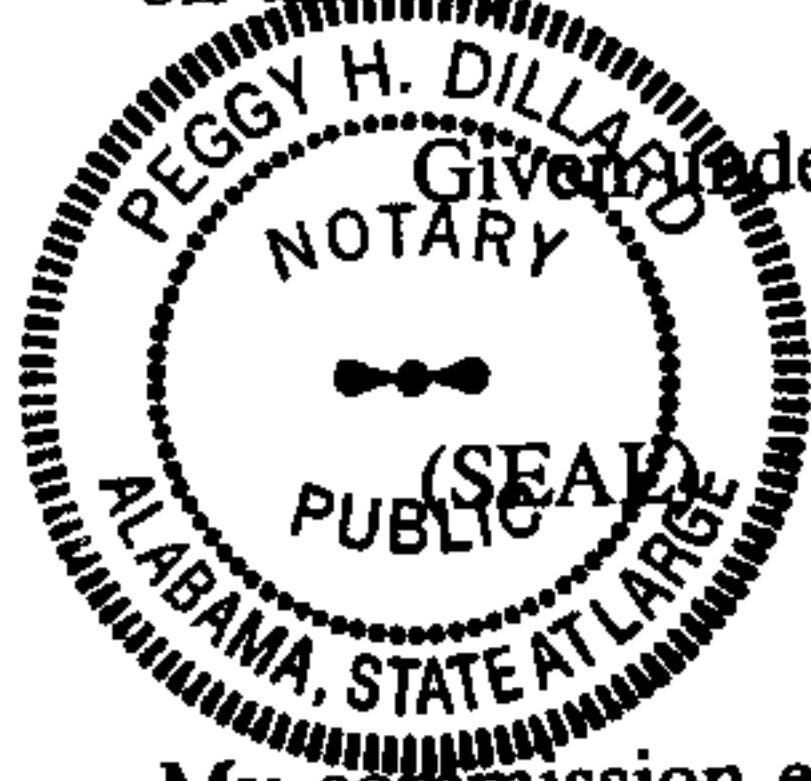
86050-1002 Inst #

In the presence of:

Joan Wyatt JOAN WYATT
Barbara Traywick BARBARA TRAYWICK

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that and , 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 this 30th day of January, 2001.

Peggy H. Dillard
Notary Public in and for the
State and County aforesaid

My commission expires:

MY COMMISSION EXPIRES
APRIL 20, 2004

This instrument prepared by:
CHALICE E. TUCKER
SHAPIRO & TUCKER, L.L.P.
2100 16th Avenue South Suite 200
Birmingham, Alabama 35205

AGREEMENT FOR DEED AND
ESTOPPEL AND SOLVENCY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF SHELBY

and , being first duly sworn, deposes and says:

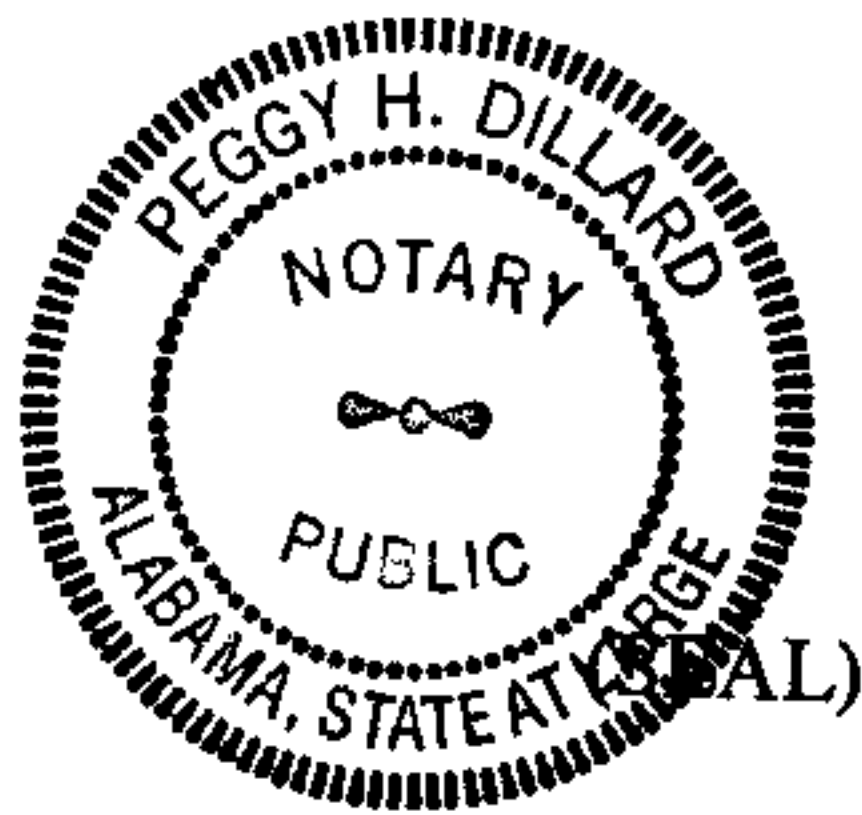
That the deponent(s) is/are the identical party who made, executed and delivered that certain deed to Department of Veterans Affairs, and his successors and assigns, dated the 30 day of JANUARY, 2001, conveying the following described property, to-wit:

That the aforesaid deed was an absolute conveyance of the title to said premises to the grantee named therein in effect as well as in form, and was not and is not intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been surrendered to the said Department of Veterans Affairs, or his successors or assigns, or will be surrendered as of the 30 day of JANUARY, 2001; that the consideration in aforesaid deed was and is payment to deponent(s) of the sum of ten dollars (\$10.00), and other good and valuable considerations by the said Department of Veterans Affairs, or his successors or assigns, receipt of which is hereby acknowledged, together with the full cancellation of all debts, obligations, costs and charges heretofore existing under and by virtue of the terms of a certain mortgage (in default) heretofore existing on the property therein and hereinbefore described executed by , as mortgagor(s), to , as mortgagee, dated the 0, 0, and recorded in , inclusive, of the public records of Shelby County, State of Alabama, and the cancellation of record by the Department of Veterans Affairs of said mortgage.

That the aforesaid deed of conveyance was made by this/these deponent(s) as the result of said deponent(s) request that the said Department of Veterans Affairs and his successors or assigns accept such deed, and was deponent's free and voluntary act; that at the time of making said deed this/these deponent(s) felt and still feels that the mortgage indebtedness above mentioned represents the fair value of the property so deeded; that said deed was not given as a preference against other creditors of the deponent(s); that at the time it was given there was no other person or persons, firms or corporations, other than Department of Veterans Affairs interested, either directly or indirectly in said premises; that this/these deponent(s) is/are solvent and has no other creditors whose right would be prejudiced by such conveyance, and that deponent(s) is/are not obligated upon any note, bond or other mortgage whereby any lien has been created or exists against the premises described in said deed, and that deponent(s) in offering to execute the aforesaid deed to the grantee therein, and in executing same, was not acting under any duress, undue influence, misapprehension or misrepresentation by Department of Veterans Affairs, or the agent or attorney or any other representative of the Department of Veterans Affairs, and that it was the intention of this/these deponent(s) as grantor(s) in said deed to convey and by said deed this/these deponent(s) did convey to the grantee therein all deponent's right, title, and interest absolutely in and to the premises described in said deed.

That the aforesaid deed of conveyance made by this/these deponent(s) was executed and delivered with the express understanding that it does not operate, even though placed of record, to effect such a merger of interest as to extinguish the mortgage lien, and that its receipt by the grantee does not constitute legal delivery and shall be of no binding force or effect whatsoever until such time as the grantee consents to the acceptance of such deed, after approval of title by the grantee. The receipt or acceptance of said deed as aforesaid shall in no way restrict the right of Department of Veterans Affairs (grantee), or the right of his successors in interest, to foreclose the mortgage debt if foreclosure is deemed desirable. From and after the 30 day of JANUARY, 2001, deponent(s) also assigns, transfers, and sets over to Department of Veterans Affairs any rentals then owing or which may thereafter become due from any occupant or occupants of said property. Deponent further assigns and transfers to Department of Veterans Affairs all rights arising under any contract of insurance for any outstanding or accrued, but unfiled or unpaid insurance claims, arising from damage to the premises referred to herein.

This affidavit is made for the protection and benefit of the aforesaid Department of Veterans Affairs, his successors and assigns, and all other parties hereafter dealing with or who may acquire any interest in the property described in the aforesaid deed, and shall bind the heirs, executors, administrators, and assigns of the undersigned.



Subscribed and sworn to before me this 30th day of January, 2001.

Peggy H. Dillard
Notary Public

My commission expires:

MY COMMISSION EXPIRES
APRIL 20, 2004

This instrument prepared by:

CHALICE E. TUCKER

SHAPIRO & TUCKER, L.L.P.

2100 16th Avenue South Suite 200

Birmingham, Alabama 35205

Inst # 2001-05098

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