

THIS INSTRUMENT PREPARED BY: Chamblee, Ennis, Weems & Malone, L.L.C. 5582 Apple Park Drive Birmingham, Alabama 35235 (205)-856-9111

SEND TAX NOTICE TO: Jerry W. Strong 210 Lees Cove Helena, Alabama 35080

STATE OF ALABAMA)	
)	CORPORATION FORM
COUNTY OF SHELBY)	STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00), to the undersigned Grantor, Union Planters Mortgage, Inc. (hereinafter referred to as Grantor whether one or more) a corporation, in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, the said Grantor does by these presents grant, bargain, sell and convey unto Jerry W. Strong, JR. (hereinafter referred to as "Grantee" whether one or more) all of Grantor's right, title and interest in or to the following described real property, situated in Shelby County, Alabama, towit:

Lot 20, according to the Survey of Falliston, First Sector, as recorded in Map Book 18, Page 66, in the Probate Office of Shelby County, Alabama.

Subject to easements, restrictions, reservations, rights-of-way, limitations, covenants and conditions of record, if any.

Subject to taxes for 2002 and subsequent years.

Mineral and mining rights excepted, if any.

SUBJECT TO STATUTORY RIGHTS OF REDEMPTION ARISING OUT OF THE FORECLOSURE OF THAT CERTAIN MORTGAGE FROM TERRELL E. McANNALLY AND JOY F. McANNALLY TO UNION PLANTERS BANK, DATED JULY 16, 2001 AND RECORDED IN INSTRUMENT NO. 2001/30549, AS EVIDENCED BY THAT CERTAIN FORECLOSURE DEED IN THE AMOUNT OF \$109,750.00, RECORDED IN INSTRUMENT NO. 2002-47860. SAID RIGHTS TO EXPIRE ONE YEAR FROM THE DATE OF FORECLOSURE, WHICH WAS, TO-WIT: MAY 24, 2002.

\$ 127,991.00 of the purchase price recited above was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said Grantee, his, her or their heirs and assigns forever.

And Grantor does, for itself, and for its officers, agents, shareholders, directors, successors and assigns, covenant with the Grantee, 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; that it will and its officers, agents, shareholders, directors, successors and assigns shall warrant and defend the same to the Grantee and their heirs and assigns forever, against the lawful claims of all persons.

AND THE GRANTOR, DOES HEREBY CONVENANT with the Grantee, except as above-noted, that, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of all persons claiming, by, through, or under it, but against none other.

GRANTOR makes no representation or warranties of any kind or character expressed or implied as to the condition of the material and workmanship in the dwelling house located on said property. The Grantees have inspected and examined the property and are purchasing same based on no representation or warranties expressed or implied, made by Grantor, but on their own judgment.

IN WITNESS WHEREOF, the said Grantor, by its <u>Senior Vice-President</u>, who is authorized to execute this conveyance, has hereto set its signature and seal, this the <u>21st</u> day of June, 2002.



Union Planters Mortgage, Inc.

By Senior Vice-President

STATE OF MISSISSIPPI			
)	
COUNTY OF	FORREST)	

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that <u>Gary H. Seyfarth</u>, <u>Jr.</u>, whose name as <u>Senior Vice-Presidentof Union Planters</u> Mortgage, Inc., 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, _____, 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 seal on this the $\frac{21st}{}$ day of June, 2002.

[Seal]

WAR ON COUNTY AND THE PROPERTY OF THE PROPERTY

NOTARY PUBLIC

MY COMMISSION EXPIRES DEC 9 2003