

**THIS INSTRUMENT PREPARED WITHOUT BENEFIT OF SURVEY**

**This Instrument Was Prepared By:**  
**Shannon Clay Staggs, Esq.**  
**Hubbard, Smith, McIlwain, Brakefield & Browder, P.C.**  
**808 Lurleen Wallace Boulevard North**  
**Post Office Box 2427**  
**Tuscaloosa, Alabama 35403**  
**Telephone: (205) 345-6789**

**Please Send Tax Notice To:**  
**Ruffino, LLC**  
**P.O. Box 30**  
**Eutaw, AL 35462**

**Sources of Title: 2000-15547**  
**2000-299667**  
**2002-1101000542210**

**STATE OF ALABAMA**

**COUNTY OF SHELBY**

**WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS, that:**

*\$ 122,500.00*

WHEREAS the undersigned Claude Livingston and Ethel Livingston, a married couple (hereinafter collectively "Grantor") is the owner and record title holder of all that real property situated in Shelby County, Alabama, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference ,

WHEREAS Grantor has heretofore executed and delivered to Regions Bank that certain mortgage recorded in Book 2000 Page 299667 in the office of the Judge of Probate of Shelby County, Alabama,

WHEREAS Regions Bank assigned all of its right, title, and interest in and to the above-referenced mortgage (as well as the debt which the mortgage secures) to Ruffino, LLC, an Alabama limited liability company (hereinafter "Grantee"), which assignment is recorded in Book 2002 Page 1101000542210 in the office of the Judge of Probate of Shelby County, Alabama,

WHEREAS Grantor has requested that Grantor be permitted, and has agreed, to convey the property described in Exhibit A to Grantee in consideration of a credit by Grantee to Grantors from and against the indebtedness secured by the mortgage,

WHEREAS the Grantor and Grantee have mutually agreed upon the amount of the credit

based upon the fair market value of the property, Grantor hereby acknowledging that such credit is fair, equitable, beneficial to Grantor, and in Grantor's best interests, and

WHEREAS the Grantee, by acceptance of this deed shall, in consideration thereof, credit the agreed amount of the indebtedness secured by the mortgage,

NOW, THEREFORE, in consideration of premises, the aforesaid agreement of the Grantee to credit the agreed amount of the indebtedness secured by the mortgage, and the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, Grantor does by these presents, grant, bargain, sell, and convey unto Grantee, the following described real estate situated in Shelby County, Alabama:

See Exhibit A


Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in any wise appertaining and the reversion or the reversions, remainder or remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, dower and the right of dower, property, possession, claim and demand whatsoever, as well in law as in equity of the Grantor, of, in, and to the same and every part or parcel thereof, with the appurtenances.

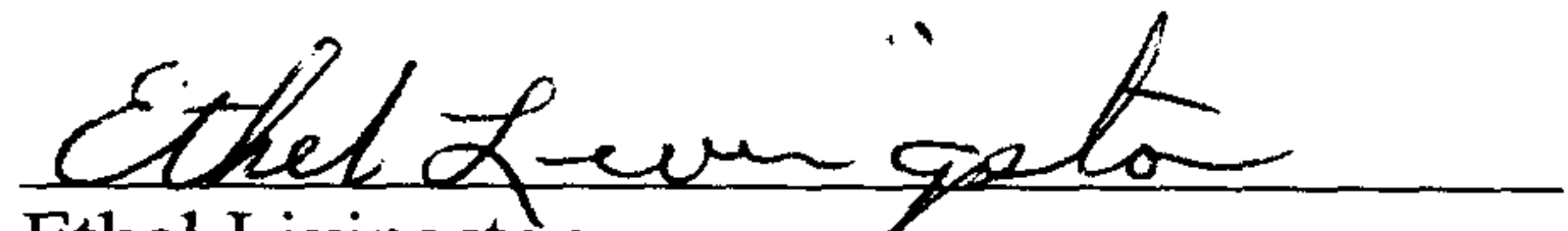
**TO HAVE AND TO HOLD**, all and singular, the above mentioned and described premises, together with the appurtenances, unto the Grantee, its successors and assigns forever. And Grantor does for Grantor, Grantor's heirs, executors and administrators, covenant with the Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple of the premises; that the premises are free from all encumbrances, unless otherwise noted above; that Grantor has a good right to sell and convey the same as aforesaid; and that Grantor will, and Grantor's heirs, executors, and

administrators shall, warrant and defend the same to the Grantee, its successors and assigns, forever, against the lawful claims of all persons.

It is further acknowledged, understood, and agreed by the parties hereto that the lien and title of Grantee shall be merged in the title conveyed herein by Grantor only in the event of the full effectiveness of the conveyance in this deed according to its terms and provisions. If for any reason the conveyances shall be ineffective in any particular, or in the event of the setting aside of the conveyance in any proceeding instituted under any bankruptcy or other law, or in the event the survival of the lien and title of Grantee is necessary or appropriate to protect the interest of Grantee, Grantee shall be considered to have retained all of its lien, title, and rights under the above referenced mortgage (as assigned to Grantee by its predecessor in interest, Regions Bank) and the note secured thereby, and in such event Grantee shall have the right to proceed to a foreclosure of the above-referenced mortgage in all respects as if this Deed had not been executed.

**IN WITNESS WHEREOF**, Grantor has hereunto set their hands and seals this 30<sup>th</sup> day of December, 2003.

  
Claude Livingston

  
Ethel Livingston

STATE OF ALABAMA

COUNTY OF Greene

I, the undersigned authority, a Notary Public in and for the State of Alabama at large, hereby certify that Claude and Ethel Livingston, 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 30<sup>th</sup> day of December, 2003.

Rhonda Wagenaar  
Notary Public

My Commission Expires: 12-19-2005

## EXHIBIT A

A parcel of land situated in the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  and the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the southwest corner of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  Section 9, Township 22 South, Range 2 West, Shelby County, Alabama and run thence easterly along the south line of said quarter-quarter a distance of 78.55' to a point on the westerly right of way line of U.S. Highway No.31; thence turn 85 degrees 34 minutes 28 seconds left and run northerly along said right of way line a distance of 252.88' to the point of beginning of the property, Parcel 2, being described; thence continue along last described course of distance of 90.00' to a point; thence turn 91 degrees 59 minutes 02 seconds left and run westerly a distance of 300.00' to a point at an existing 10' high industrial fence corner; thence run 88 degrees 12 minutes 27 seconds left and run southerly 90.00' to a point; thence turn 91 degrees 47 minutes 40 seconds left and run easterly a distance of 299.70' to the point of beginning.

### SUBJECT TO:

- General and special taxes or assessments for years not yet due and payable.
- Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 87 page 311 in Probate Office.

THE ABOVE DESCRIBED REAL ESTATE DOES NOT CONSTITUTE THE HOMESTEAD OF GRANTOR, NOR THAT OF HIS SPOUSE, NETIHER IS IT CONTIGUOUS THERETO.