

**THIS INSTRUMENT WAS PREPARED BY:**

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1901 Sixth Avenue North  
2400 AmSouth/Harbert Plaza  
Birmingham, Alabama 35203

**SEND TAX NOTICE TO:**

Fidelity National Title Insurance Co.  
Attn: William M. Ferguson  
1945 Walnut Hill  
Irving, Texas 75038

STATE OF ALABAMA)  
COUNTY OF SHELBY)

**WARRANTY DEED**

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

**WHEREAS**, on June 26, 2002, the undersigned, **FOYE W. VANDERSLICE** and **SAM VANDERSLICE**, husband and wife (the "Grantors"), executed and delivered to **FIDELITY NATIONAL TITLE INSURANCE COMPANY** (the "Grantee"), that certain promissory note in the original principal amount of Forty Six Thousand Five Hundred Forty Six and 86/100 Dollars (\$46,546.86) (the "Note"); and

**WHEREAS**, as security for the Note, Grantors executed and delivered to Grantee a Mortgage encumbering certain real property located in Chilton County, Alabama (the "Chilton County Mortgage") and a Mortgage encumbering certain real property located in Shelby County, Alabama (the "Shelby County Mortgage"); and

**WHEREAS**, the Shelby County Mortgage is recorded as Instrument #20020712000324520, in the Probate Office of Shelby County, Alabama, and encumbers that certain real property situated in Shelby County, Alabama, and being more particularly described on Exhibit A, attached hereto (the "Property"); and

**WHEREAS**, the Grantors have failed and refused to pay the amounts due under the Note and are in default under the Note, the Chilton County Mortgage and the Shelby County Mortgage. The Grantors have requested that, in lieu of foreclosure of the Chilton County Mortgage and the Shelby County Mortgage, they be permitted to, and have agreed to convey the Property to Grantee in consideration of the forgiveness of **Twenty-Five Thousand and 00/100 (\$25,000.00)** of the principal amount of the Note; and

**WHEREAS**, Grantee has agreed to accept a conveyance of the Property on such terms.

**NOW, THEREFORE**, in consideration of the premises and of the sum of Ten Dollars (\$10.00) cash in hand paid to the Grantor by the Grantee, the receipt of which Grantor hereby acknowledges, Grantors, **FOYE W. VANDERSLICE** and **SAM VANDERSLICE**, husband and wife, do hereby **GRANT, BARGAIN, SELL and CONVEY** unto **FIDELITY NATIONAL TITLE INSURANCE COMPANY**, a Texas corporation, the real property located in Shelby County, Alabama, and being more particularly described on Exhibit A, attached hereto, together with any and all rights of redemption, statutory or equitable, of the Mortgagors with respect



thereto. Grantors expressly make this conveyance without reservation or retention of any rights of redemption, statutory or equitable.

**TO HAVE AND TO HOLD** unto **FIDELITY NATIONAL TITLE INSURANCE COMPANY**, its successors and assigns, in fee simple forever.

The Grantors covenant with the Grantee that the Grantors are the owners of the Property and they have a good right to sell and convey the same; that the same is free of all encumbrances except the Mortgage, and that the Grantors, their heirs and assigns, will forever warrant and defend the title to the Property to the Grantee, its successors and assigns, forever. All covenants and agreements made herein shall bind the Grantors and their heirs and assigns.

It is understood and agreed that the lien and title of the Shelby County Mortgage shall be merged in the title hereby conveyed only in the event of the full effectiveness of this conveyance according to the terms and provisions expressed herein, and that if for any reason this conveyance shall be held ineffective in any particular, or in the event of the setting aside of this conveyance in any proceedings instituted under bankruptcy or other law, or in the event the survival of the lien and title of the Shelby County Mortgage is necessary or appropriate to protect the interest and complete title of Grantee, the Grantee shall be subrogated to, or shall be considered to have retained, all of its lien, title and rights under the Shelby County Mortgage and the indebtedness secured thereby, and in any such event the Grantee shall have the right to proceed to a foreclosure of the Shelby County Mortgage as determined by Grantee in all respects as if this instrument had not been executed.

Nothing contained herein shall be construed as the payment in full of the Note or the satisfaction of the Chilton County Mortgage, both of which shall remain in full force and effect. Grantee acknowledges and agrees that the principal balance of the Note, after the conveyance of the Property, shall be Twenty-One Thousand Five Hundred Forty-Six and 86/100 (\$21,546.86). From and after the date hereof, Grantors shall not be obligated to make payments under the Note and shall be obligated to pay the principal balance thereof on the sale of the property that is subject to the Chilton County Mortgage (the "Chilton County Property"). Grantee shall take no action to foreclose the Chilton County Mortgage or collect the remaining principal balance of the Note until such time as the Chilton County Property is sold, conveyed, transferred or no longer owned by the Grantees.

**IN WITNESS WHEREOF**, the undersigned Grantors have executed this instrument and set their hands and seals hereunto on this the 23 day of Aug, 2004.

  
FOYE W. VANDERSLICE

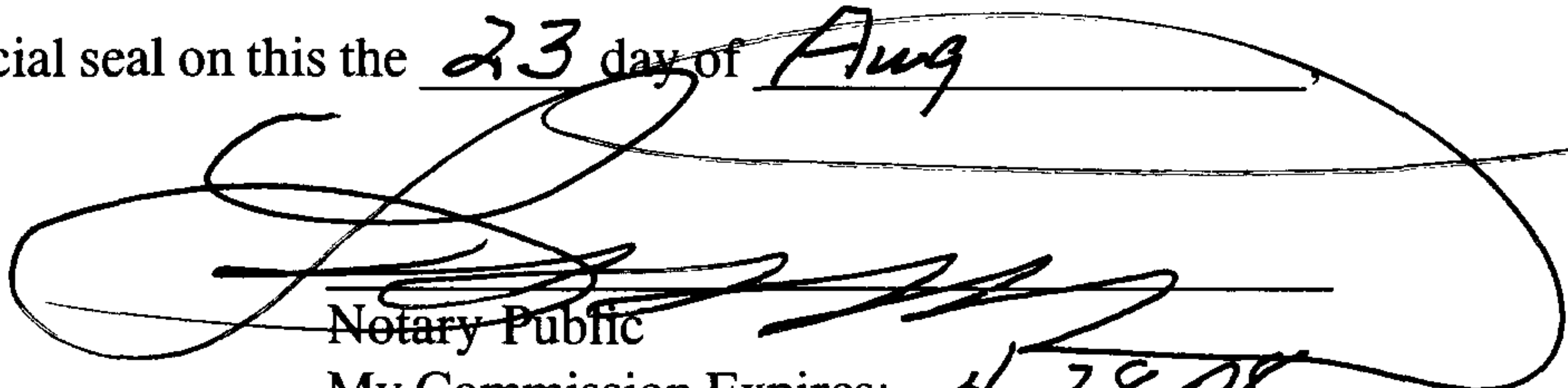
  
SAM VANDERSLICE

STATE OF ALABAMA)

COUNTY OF Chilton )

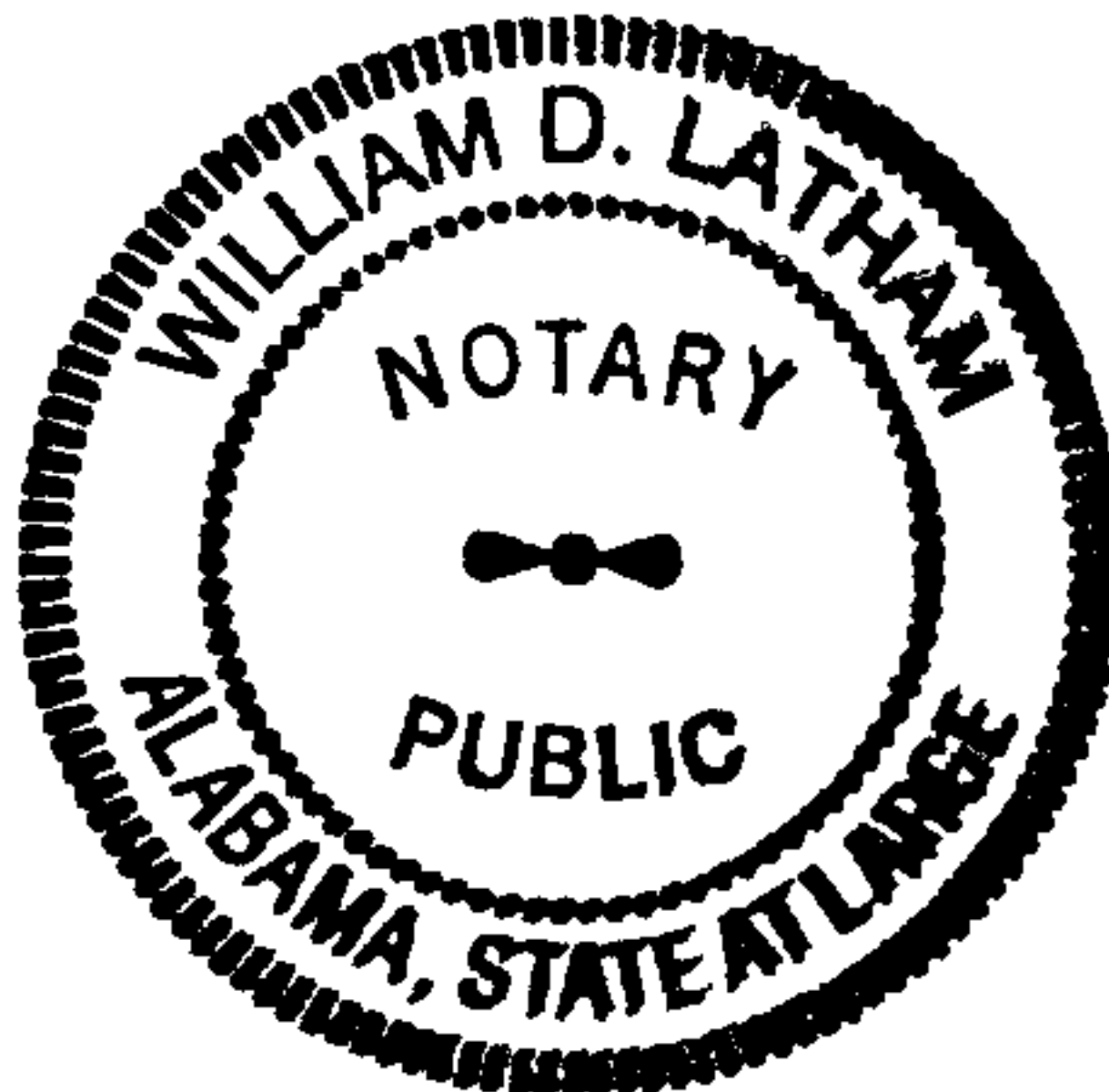
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Foye W. Vanderslice and Sam Vanderslice, husband and wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 23 day of Aug, 2004.



Notary Public

My Commission Expires: 1-28-08  
[SEAL]



**EXHIBIT A**  
**Legal Description**

Begin at the Northeast corner of the SE 1/4 of the NW 1/4 of Section 23, Township 20 South, Range 3 West, run thence West along the North line of said 1/4 - 1/4 section 135.50 feet to a point; thence turn left an angle of 88° 80' to the left and run South 424.02 feet to a point; thence turn 30° to the right and run 132.79 feet to the point of beginning of the lot herein described; thence continue along the last described line for 115.47 feet to a point; thence turn 95° to the right and run 255.13 feet to a point on the Southeast right of way margin of a road; thence turn right 76° 45' and run Northeast along the Southeast margin of said road 168.32 feet to a point; thence turn 98° 55' to the right and run 235.23 feet to a point; thence turn right and run 88.05 feet, more or less, to the point of beginning of said lot, being Tract #3, lying in the SE 1/4 of the NW 1/4 of Section 23, Township 20 South, Range 3 West, Shelby County, Alabama.

The above described property is the same property as conveyed in that certain deed into the present owner recorded in Real 45, at Page 168, in the Probate Office of Shelby County, Alabama.

**Note: The subject property is not the homestead or residence of the Grantor or the Grantor's spouse.**