

Send Tax Notice To:  
Leovigildo Castro  
Rosario Castro  
106 Hampton Lane  
Pelham, Alabama 35124

Prepared By:  
James R. Moncus, Jr.  
1313 Alford Avenue  
Birmingham, Alabama 35226

### SPECIAL WARRANTY DEED

STATE OF ALABAMA  
JEFFERSON COUNTY

Know all men by these presents, this deed made this the 23rd day of December, 2004, by and between AmSouth Bank, a Corporation (herein referred to as Grantor) and Leovigildo Castro and Rosario Castro, as joint tenants with right of survivorship (hereinafter referred to as Grantee);

#### WITNESSETH THAT:

The Grantor does hereby for and in consideration of Ninety Thousand and No/100 Dollars (\$90,000.00) and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto the Grantees, as joint tenants with right of survivorship the following described real estate in Shelby County, Alabama, to-wit:

**A parcel of land located in the SE 1/4 of the NW 1/4 of Section 18, Township 20 South, Range 2 West, more particularly described as follows:**

**Commence at the NW corner of said 1/4-1/4 section, thence in a southerly direction along the west line of said 1/4-1/4 section a distance of 660.16 feet to the point of beginning; thence in a southerly direction along last described course a distance of 180.0 feet; thence 89 degrees 55 minutes left in a easterly direction along the south line of said parcel of land a distance of 158.48 feet; thence 77 degrees 13 minutes 50 seconds left in a northeasterly direction along west right of way line of Country Road No. 35 a distance of 184.61 feet; thence 102 degrees 49 minutes 20 seconds left in a westerly direction along the north line of said parcel of land, a distance of 199.41 feet to the point of beginning. Situated in Shelby County, Alabama.**

#### SUBJECT TO:

1. Ad valorem taxes due and payable October 1, 2005.
2. All restrictions, easements, Rights of parties in possession, encroachments, liens for services, labor, or materials, taxes or special assessments, building lines.
3. Easements, Encroachments, rights of ways, building set back lines, as shown on recorded plat.
4. Mineral and mining rights not owned by the Grantor herein described.

**(\$81,000.00 of the purchase price was paid from a mortgage loan closed simultaneously with delivery of this deed.)**

**All rights of redemption arising from that certain foreclosure deed recorded in Instrument #20040830000484290. Said rights to expire July 21, 2005.**

To have and to hold unto the said Grantees, as joint tenants, with right of survivorship their heirs and assigns, forever.

And the Grantor does hereby covenant with Grantees, except as above noted that, at the time of delivery of this Deed, the premises were free from all encumbrances made by them and that they shall warrant and defend the same against the lawful claims and demands of all persons claiming, by, through and under them as Grantors herein abut not otherwise.

IN WITNESS WHEREOF, the Grantor, by Cindy Mcbarrigle its Vice President, who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 23rd day of December, 2004.

AMSOUTH BANK,

Cindy Mcbarrigle, VP  
By: Cindy Mcbarrigle  
Its: Vice President

STATE OF FLORIDA  
COUNTY OF PINELLAS

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Cindy Mcbarrigle, whose name as Vice President of AmSouth 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, she, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 23rd day of December, 2004.

Lori Thomson  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

