


SEND TAX NOTICES TO:

Stanley A. Martin and Andrea K. Martin
115 Redwood Drive
Maylene, Alabama 35114


20080225000073800 1/2 \$51.50
Shelby Cnty Judge of Probate, AL
02/25/2008 08:43:29AM FILED/CERT

WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of One Hundred Eighty-Seven Thousand One Hundred and no/100 Dollars (\$187,100.00) and other good and valuable consideration to the undersigned grantors, in hand paid by the grantee herein, the receipt of which is hereby acknowledged **SOUTHFIRST MORTGAGE**, (herein referred to as "Grantor"), hereby grants, bargains, sells, and conveys unto **STANLEY A. MARTIN and ANDREA K. MARTIN**, (herein referred to as "Grantee"), as joint tenants with rights of survivorship, its interest in the following described real estate situated in Shelby County, Alabama, to wit:

Lot 304, according to the Survey of Chinaberry Highlands, as recorded at Map Book 36, Page 123, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to all easements, restrictions, covenants, rights of way of record; taxes for 2008 and subsequent years not yet due and payable.

Subject to:

All outstanding rights of redemption in favor of all persons entitled to redeem the property from that certain mortgage foreclosure sale evidenced by mortgage Foreclosure Deed dated 01/08/2008 and recorded on 01/08/2008 in Instrument #20080108000009610 in the Probate Office of Shelby County, Alabama, under and in accordance with the laws of the State of Alabama or the United States of America. The Company does not attempt herein to disclose or identify the names of all persons, firms, partnerships, corporations, associations, governments, or other entities entitled to redeem the property under the laws of the State of Alabama or the United States of America. Nevertheless, rights of redemption exist, and at this time constitute a title defect, and said defect is expressly excepted from coverage under this policy by virtue of legal obligations to list or identify all persons, firms, partnerships, corporations, associations, governments or other entities entitled to redeem the property under the laws of the State of Alabama or the United States of America and by acceptance of this policy the Insured hereby releases and discharges the Company, and its issuing agent of and from any such duty, obligations, or undertaking.

\$149,680.00 of the purchase price recited herein was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD the described premises to Grantees, as joint tenants with right of survivorship, their heirs, executors, successors and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

AND THE GRANTOR does for its successors and assigns, covenant with said Grantee, their heirs, executors, successors and assigns, that Grantor is lawfully seized in fee simple of the premises, that they are free from all encumbrances, unless otherwise noted above, that Grantor has good right to sell and convey the same as aforesaid, and that Grantor will and its successors and assigns shall warrant and defend same to said Grantee, their heirs, executors, successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the 14th day of February, 2008.

SOUTHFIRST MORTGAGE

BY: *William A. Thompson*

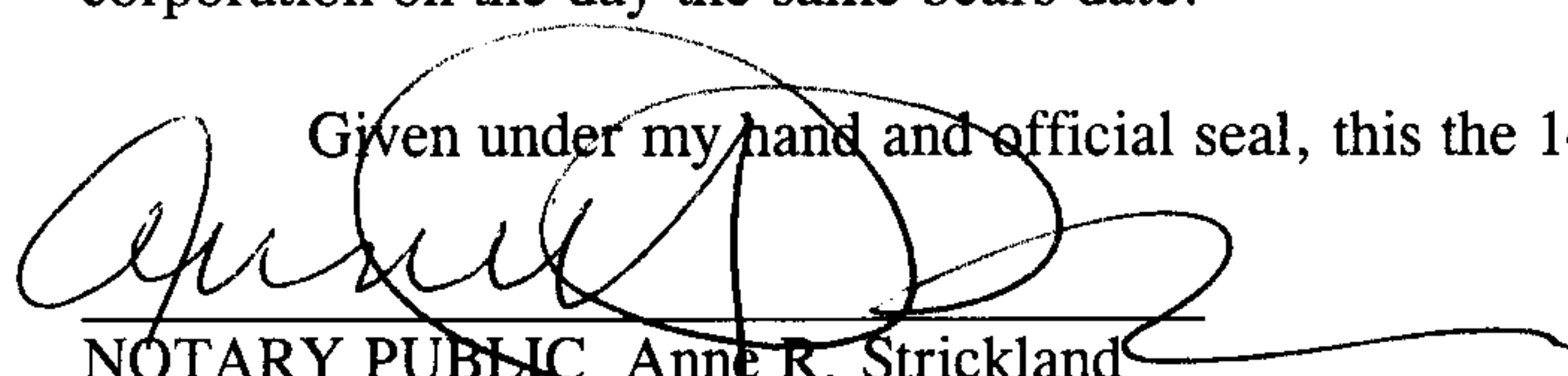
ITS: *Vice President*


ACKNOWLEDGEMENT ON NEXT PAGE

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Cecil A Turnipseed, whose name as Vice President of SouthFirst Mortgage, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he/she executed the same with full authority in his/her capacity for the aforesaid banking corporation on the day the same bears date.

Given under my hand and official seal, this the 14th day of February, 2008.


NOTARY PUBLIC Anne R. Strickland
My Commission Expires: 5/11/05


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Shelby Cnty Judge of Probate, AL
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THIS INSTRUMENT PREPARED BY:
Anne R. Strickland, Attorney at Law
5330 Stadium Trace Parkway, Suite 250
Birmingham, Alabama 35244

Shelby County, AL 02/25/2008
State of Alabama

Deed Tax: \$37.50