

**STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of Seventy Thousand and 00/100 Dollars (\$70,000.00) and other good and valuable consideration to the undersigned Grantor, **Bancorpsouth Bank** in hand paid by **Charles W. Earl**, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and by these presents, does hereby grant, bargain, sell and convey unto **Charles W. Earl** hereinafter called Grantee, in fee simple, together with every contingent remainder and right of reversion, the following property situated in Shelby County, Alabama, to-wit:

A parcel of land located in the NE 1/4 of the NE 1/4 of Section 28, Township 20 South Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the NE 1/4 of the NE 1/4 of Section; thence in a Southerly direction along the East line of said Section a distance of 443.76 feet; thence turn 91 ° right in a Westerly direction a distance of 899.95 feet to the point of beginning; thence continue along last said described course a distance of 207.35 feet to a point on the Easterly right of way line of Helena-Montevallo Highway, said point being on a curve to the right said curve having a radius of 5769.90 feet and central angel of 0° 50' 45" thence 84° 26' left to chord of said curve; thence along arc of said curve along right of way in a Southerly direction a distance of 85.19 feet to end of said curve; thence 95 ° 34' left from chord in the Easterly direction a distance of 209.59 feet; thence 85° 56' left in a Northerly direction a distance of 85.0 feet to the point of beginning.

Also, an easement for driveway more particularly described as follows:

Commence at the Northeast Corner of the NE 1/4 of the NE 1/4 of Section 28, Township 20 South, Range 3 West; thence in a Southerly direction along the East line of said 1/4 - 1/4 Section a distance of 443.76 feet; thence 91 ° right in a Westerly direction a distance of 899.95 feet to the point of beginning; thence continue along last described course for a distance of 207.35 feet to a point on the Easterly right of way line of the Helena - Montevallo Highway, said point being on a curve to the left, said curve having a radius of 5769.90 feet and a central angel of 00° 00' 58"; thence 95 ° 08' 38" right to tangent of said curve; thence along arc of said curve, along said right of way in a Northeasterly direction a distance of 15.04 feet to the end of said curve; thence 85 ° 00' 20" right from tangent of said curve in an Easterly direction a distance of 207.09 feet; thence 94 ° 04' right in a Southeasterly direction a distance of 15.04 feet to the point of beginning.

1. Subject to Ad Volorem taxes, easements and restrictions of record.
2. Easements, rights o way, and restriction of record; any mineral and/or mining rights and/or releases not owned by the seller; the present flood plain and zoning regulations.
3. 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 July 23, 2009.
4. A purchase money mortgage in the amount of ~~\$70,000.00~~ *\$ 56,284.00* is recorded simultaneous herewith.

To Have and To Hold, the aforegranted property together with all and singular the improvements thereon and the rights and appurtenances thereto in anywise belonging to the said Grantee in fee simple, and to the heirs and assigns of such forever, together with every contingent remainder and right of reversion, and its purchasers or assigns, Grantor hereby covenants with the said Grantee and its purchasers or assigns, that Grantor is lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrance; that it has a good right to sell and convey the same to the said Grantee herein, and that Grantor will warranty and defend the premises to the said Grantees and its purchasers or assigns, against the lawful claims and demands of all persons claiming the same by, through, or under Grantor.

Given under our hand and seal this 7<sup>th</sup> day of August, 2009.

**Bancorpsouth Bank**

By: *Bascom Venable*

**Bascom Venable**

Its: Vice President

**STATE OF ALABAMA )**  
**Shelby COUNTY )**

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Bacscom Venable whose name as Vice President, of Bancorpsouth 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, he, as such officer and with full authority, executed same voluntarily for and as the act of said corporation.

Given under my hand this the 7<sup>th</sup> day of August, 2009.

*Mark A. Pickens*  
Notary Public in and for said State and County  
Commission expires: 3-10-2013

This instrument was prepared by:  
Mark A. Pickens  
Attorney at Law  
P. O. Box 59372  
Birmingham, Alabama 35259

Shelby County, AL 09/16/2009  
State of Alabama  
Deed Tax : \$14.00

