

This instrument was prepared by:
Michael T. Atchison, Attorney at Law, Inc.
101 West College
Columbiana, AL 35051

Send Tax Notice To: John W. Humphries, Jr.

SPECIAL WARRANTY DEED

20110127000028380 1/1 \$13.00
Shelby Cnty Judge of Probate, AL
01/27/2011 08:44:33 AM FILED/CERT

STATE OF ALABAMA

} KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF SHELBY

That in consideration of One Hundred Twelve Thousand Five Hundred dollars and Zero cents (\$112,500.00) to the undersigned grantor, M & F Bank f/k/a First National Bank of Shelby County a corporation, (herein referred to as GRANTOR), in hand paid by the GRANTEEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto John W. Humphries, Jr. (herein referred to as GRANTEEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama to-wit:

Lot 10, according to the Survey of Fahey's Subdivision, as recorded in Map Book 8, Page 52, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to taxes for 2011 and subsequent years, easements, restrictions, rights of way, and permits of record.

\$112,700.00 of the above recited consideration was paid from a mortgage recorded simultaneously herewith.

The warranty of this conveyance is subject to all prior reservations and conveyances of all oil, gas, and other mineral rights and to ad valorem taxes for the current year and all subsequent years. The ad valorem taxes for all years and periods after 2010 shall be and are the responsibility of the Grantee.

Further, the special warranty of this conveyance is subject to any re-assessments of the subject property as a result of improvements placed thereon or increase in assessed value for any reason. Grantee acknowledge that the Property is to be transferred by this Special Warranty Deed in an "as-is" condition with no warranties of any nature regarding the condition of the property, its zoning or fitness for particular purpose. Grantee acknowledges that Grantor has made no representation or warranty, either expressed or implied, regard the condition or use of property, and Grantee has thoroughly inspected the property and improvements thereon and is purchasing the same in an "as-is" condition. Grantee further acknowledges that Grantor completed foreclosure on the property and as such makes no warranties as to title except a special Warranty as to whatever title it may have obtained by virtue of the foreclosure subject to whatever defects or claims have been in existence at the time of the foreclosure. No survey has been provided by Grantor.

This conveyance is effective the day and year acknowledge herein and is subject to all protective covenants and restrictions, easements, rights-of-way, all prior reservations and conveyances of all oil, gas, and other mineral rights for which Grantees shall be responsible.

The property conveyed herein is further subject to, and there is expressly excepted from the special warranty of this conveyance, those certain encumbrances and other matters set forth.

TO HAVE AND TO HOLD, To the said GRANTEEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion. And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by its, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 24th day of January, 2011.

M & F Bank f/k/a First National Bank of
Shelby County

By: *[Signature]*

STATE OF ALABAMA

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COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for the said County in said State, hereby certify that *Vaiden A. Clark* whose name as *Vice President* of M & F Bank f/k/a First National Bank of Shelby County, 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 the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 24th day of January, 2011.

My Commission Expires 10-16-14



Catherine M Scott
Notary Public