

STATE OF ALABAMA }
SHELBY COUNTY }

AFFIDAVIT OF OWNERSHIP

COMES NOW the undersigned, **Javier Barrios Rosales (Purchaser/Grantee)**, and first being duly sworn, state, declare and affirm that:

1. I purchased under contract certain land shown to me by **Billy R. Isbell and Meredith K. Messer (Sellers/Grantors)**, under the terms of a contract dated 12-17-09 transferring title to me a true copy of which is attached hereto and made a part hereof as though fully set forth herein (Exhibit A attached).
2. The land purchased under the terms of the contract as described therein is more particularly described as Real Estate situated in Shelby County, Alabama:

“Begin at the Southeast corner of the SW ¼ of the SE ¼ Section 24, Township 18 South, Range 1 East; thence run north along the east line a distance of 210 feet to a point; thence run in a westerly direction parallel to the south line a distance of 210 feet to a point; thence run southerly direction parallel to the east line a distance of 210 feet to a point on the south line of said ¼- ¼ section; thence run easterly along south line of said ¼- ¼ section 210 feet to the point of beginning.” Based on Inst No 1995-03972 attached as part of Exhibit A.

3. I paid the payments due thereon, and ad valorem taxes due thereon under parcel id 04 6 24 0 000 043.002, until learning on 4/13/2010 that the land described in the contract was not the land that had been shown to me, that it did not have utilities available to it, and that the land did not have access or rights of way to it.
4. After demand for refund of monies paid or transfer of the correct property, the Sellers/Grantors failed to deliver either and cannot be located.
5. I am due to be paid all amounts paid plus interest and attorneys fees, or to receive a warranty deed to the land that is due me as shown to me in person.

FURTHER AFFIANT SAYETH NOT.

Javier Barrios Rosales
Javier Barrios Rosales

SWORN TO AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC, ON THIS THE 25th DAY OF JANUARY, 2011.

[Signature]
Notary Public

SEAL

My commission expires: 11-22-11

EXHIBIT A

REAL ESTATE PURCHASE CONTRACT (UNIMPROVED PROPERTY)

STATE OF Alabama
COUNTY OF Shelby

1. PARTIES:
Merideth K Messer and Billy R Isbell (Seller)
agrees to sell and convey to
Javier Barrios Rosales
(Purchaser), and Purchaser agrees to buy from Seller the Property
described below.

2. PROPERTY: Lot N/A, Block N/A,
Section 24 Township 8 South Addition, City of
Sterrett, Shelby County, State of
Alabama, known as _____

(address/zip
code), or as described on attached exhibit together with all rights, privileges and appurtenances
pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores,
easements, and cooperative or association memberships (the "Property").

3. SALES PRICE:
A. Cash portion of Sales Price payable by Purchaser at closing \$ 800.00
\$ _____
B. Sum of all financing described below
\$ 200.00 DOWN 200.00 payments each month
C. Sales Price (Sum of A and B) \$ 4300.00

4. FINANCING: The portion of Sales Price not payable in cash will be paid as follows: [Check
applicable items below.]

A. THIRD PARTY FINANCING: One or more third party mortgage loans in the total
amount of \$ _____. If the Property does not satisfy the lenders' underwriting
requirements for the loan(s), this contract will terminate and the earnest money will be refunded
to Purchaser. [Check one item only:]

(1) This contract is subject to Purchaser being approved for the financing described in the
attached *Third Party Financing Condition Addendum*.

(2) This contract is not subject to Purchaser being approved for financing.

B. ASSUMPTION: The assumption of the unpaid principal balance of one or more
promissory notes described in the attached *Loan Assumption Addendum*.

C. SELLER FINANCING: A promissory note from Purchaser to Seller of
\$ 800.00 bearing 0 % interest per annum, secured by [choose the
appropriate instrument authorized within the state:] _____ mortgage, or vendor's and
deed of trust liens, and containing the terms and conditions described in the attached *Seller*

Financing Addendum. If an owner policy of title insurance is furnished, Purchaser shall furnish Seller with a mortgage policy of title insurance.

5. EARNEST MONEY: Upon execution of this contract by both parties, Purchaser shall deposit \$ 800.00 as earnest money with to Merideth Messer / Billy Isbell, as escrow agent, at _____ (address).

Purchaser shall deposit additional earnest money of \$ 0 with escrow agent within _____ days after the effective date of this contract. If Purchaser fails to deposit the earnest money as required by this contract, Purchaser will be in default.

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Purchaser at [check one:] _____ Seller's _____ Purchaser's expense an owner policy of title insurance (Title Policy) issued by: No Pending Title/Deed is warranted (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Purchaser against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 4.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Purchaser in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Purchaser, at Purchaser's expense, may have the exception amended to read, "shortages in area". C.

B. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and any lender. [Check one box only:]

(1) Within 120 days after the effective date of this contract, Seller, at Seller's expense, shall furnish a new survey to Purchaser.

(2) Within 120 days after the effective date of this contract, Purchaser, at Purchaser's expense, shall obtain a new survey.

(3) Within _____ days after the effective date of this contract, Seller shall furnish Seller's existing survey of the Property to Purchaser and the Title Company, along with Seller's affidavit acceptable to the Title Company for approval of the survey. If the survey is not approved by the Title Company or Purchaser's lender, a new survey will be obtained at [check one:] _____ Seller's _____ Purchaser's expense no later than 3 days prior to the Closing Date.

(4) No survey is required.

C. OBJECTIONS: Within 0 days after Purchaser receives the Commitment, Exception Documents and the survey, Purchaser may object in writing to (i) defects, exceptions,

or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in the 100 year flood plain as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

No Flood Area noted by Emergency
Management Agency

Purchaser's failure to object within the time allowed will constitute a waiver of Purchaser's right to object; except that the requirements in Schedule C of the Commitment are not waived. Seller shall cure the timely objections of Purchaser or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Purchaser unless Purchaser waives the objections.

D. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Purchaser to have an abstract of title covering the Property examined by an attorney of Purchaser's selection, or Purchaser should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Purchaser's choice due to the time limitations on Purchaser's right to object.

(2) MANDATORY OWNERS' ASSOCIATION MEMBERSHIP: The Property [*check one:*] is is not subject to mandatory membership in an owners' association. If the Property is subject to mandatory membership in an owners' association, Seller notifies Purchaser that, as a purchaser of property in the residential community in which the Property is located, you are obligated to be a member of the owners' association. Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the owners' association. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of the Property.

Exempt (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, the state may require Seller to deliver and Purchaser to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

Exempt (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, the state may require a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by the state or required by the parties must be used. (Consult with an attorney if you are unclear on this requirement.)

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies

Purchaser that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) UNIMPROVED PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: If the Property is located in a certificated service area of a utility service provider and the Property does not receive water or sewer service from the utility service provider on the date the Property is transferred, the state may require a notice regarding the cost of providing water or sewer services to the Property. An addendum containing the notice promulgated by the state or required by the parties must be used.

(7) AGRICULTURAL DEVELOPMENT DISTRICT: The Property [*check one:*] _____ is is not located in an agricultural development district.

7. PROPERTY CONDITION:

A. INSPECTIONS, ACCESS AND UTILITIES: Purchaser may have the Property inspected by inspectors selected by Purchaser and licensed by the state or otherwise permitted by law to make inspections. Seller shall permit Purchaser and Purchaser's agents access to the Property at reasonable times. Seller shall pay for turning on existing utilities. NOTICE: Purchaser should determine the availability of utilities to the Property suitable to satisfy Purchaser's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: Purchaser accepts the Property in its present condition; provided Seller, at Seller's expense, shall complete the following:

No Exception buyer knows of property problems road, utilities, ect....
No repairs are to be made by seller

C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs prior to the Closing Date. All required permits must be obtained, and repairs must be performed by persons who are licensed or otherwise permitted by law to provide such repairs. At Purchaser's election, any transferable warranties received by Seller with respect to the repairs will be transferred to Purchaser at Purchaser's expense. If Seller fails to complete any agreed repairs prior to the Closing Date, Purchaser may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 15 days, if necessary, to complete repairs.

D. ENVIRONMENTAL MATTERS: Purchaser is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Purchaser's intended use of the Property. If Purchaser is concerned about these matters, an addendum promulgated by the state or required by the parties should be used.

E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

(1) any flooding of the Property which has had a material adverse effect on the use of the

property;

- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards or conditions which materially affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements. *NO Brokers Fees Associated*

9. CLOSING:

A. The closing of the sale will be on Dec 17th, 2009, or within 1 days after objections to matters disclosed in the Commitment or by the survey have been cured, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Purchaser and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.

(2) Purchaser shall pay the Sales Price in good funds acceptable to the escrow agent.

(3) Seller and Purchaser shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents required of them by this contract, the Commitment or law necessary for the closing of the sale and the issuance of the Title Policy.

~~C. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.~~ *Property is owned by Javier Barrios Rosales*

D. All covenants, representations and warranties in this contract survive closing.

10. POSSESSION: Seller shall deliver possession of the Property to Purchaser upon closing and funding.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. State regulations may prohibit licensees from adding factual statements or business details for which a contract addendum or other form has been promulgated by the state for mandatory use.)

Survey is to be provided by Mr Rosales by or within 120 day. Current Survey on record at Shelby Co Tax Assessors office.

Monthly payments are due by the 17th day of each month with a 10 day grace period

At which time no payments have been paid for 2 consecutive months contract will become null and void.

Appraisals in excess of tax assessors value are to be buyers expense.

Property is sold AS IS, Where is,

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ No fees due to be applied to Purchaser's Expenses.

(2) Expenses payable by Purchaser (Purchaser's Expenses):

(a) Loan origination, discount, buy-down, and commitment fees (Loan Fees).

(b) Appraisal fees; loan application fees; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; mortgagee title policy with endorsements required by lender; loan-related inspection fees; photos, amortization schedules, one-half of escrow fee; transfer fees for cooperative or association membership for utility services; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee, repair inspection, underwriting fee and wire transfer, expenses incident to any loan, and other expenses payable by Purchaser under this contract.

B. Purchaser shall pay Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender.

C. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Purchaser may not pay charges and fees expressly prohibited by FHA, VA, state-coordinated veteran's housing assistance programs or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and

rents will be prorated through the Closing Date. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Purchaser shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Purchaser's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Purchaser. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

~~14. CASUALTY LOSS:~~ If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Purchaser may (a) terminate this contract and the earnest money will be refunded to Purchaser (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any obligations of Seller under Paragraph 7.

Exempt
Not
Part of
Contract

15. DEFAULT: If Purchaser fails to comply with this contract, Purchaser will be in default, and Seller may

(a) enforce specific performance, seek such other relief as may be provided by law, or both, or

(b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of Seller, Purchaser may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Purchaser may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: Any dispute between Seller and Purchaser related to this contract which is not resolved through informal discussion [*check one:*] _____ will _____ will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: The prevailing party in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing party.

18. ESCROW: The escrow agent is not (a) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (b) liable for interest on the

X
X

earnest money and (c) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. At closing, the earnest money must be applied first to any cash down payment, then to Purchaser's Expenses and any excess refunded to Purchaser. If both parties make written demand for the earnest money, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties. If one party makes written demand for the earnest money, escrow agent shall give notice of the demand by providing to the other party a copy of the demand. If escrow agent does not receive written objection to the demand from the other party within 30 days after notice to the other party, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money. Escrow agent's notice to the other party will be effective when deposited in the U. S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the other party at such party's address shown below. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: Seller represents that as of the Closing Date (a) there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Purchaser and (b) assumed loans will not be in default. If any representation of Seller in this contract is untrue on the Closing Date, Purchaser may terminate this contract and the earnest money will be refunded to Purchaser.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Purchaser that Seller is not a "foreign person," then Purchaser shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile as follows:

To Purchaser at: To Seller at:

Purchaser: 1961 Alton Rd Lot 1502 So.
Birmingham, AL 35210

Seller: Billy Isbell 301 Brecon Mobile Home pk

Telephone: (205) 256-268-7411

Telephone: (205) 865-631-2726
Talladega, AL 35160

Facsimile: ()

Facsimile: ()

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

Third Party Financing Condition Addendum

N/A



20110128000030650 10/14 \$51.00
Shelby Cnty Judge of Probate, AL
01/28/2011 01:01:32 PM FILED/CERT

- Seller Financing Addendum
- Loan Assumption Addendum
- Addendum for Property Subject to Mandatory Membership in an Owners' Association
- Addendum for Unimproved Property Located in a Certificated Service Area of a Utility Service Provider
- Addendum for Sale of Other Property by Purchaser
- Addendum for "Back-Up" Contract
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Addendum for Coastal Area Property
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Release of Liability on Assumption of FHA, VA, or Conventional Loan
- Restoration of Seller's Entitlement for VA Guaranteed Loan
- Other (list):

N/A

23. TERMINATION OPTION: This paragraph will be a part of this contract ONLY if both blanks are filled in and Purchaser has paid the Option Fee. Purchaser has paid Seller \$ _____ (Option Fee) for the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the effective date of this contract. If Purchaser gives notice of termination within the time specified, the Option Fee will not be refunded, however, any earnest money will be refunded to Purchaser. The Option Fee [check one:] _____ will _____ will not be credited to the Sales Price at closing. For the purposes of this paragraph, time is of the essence; strict compliance with the time for performance stated herein is required.

24. CONSULT AN ATTORNEY: Real estate licensees cannot give legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Purchaser's Attorney is: Seller's Attorney is:

Seller's Attorney: Gerald Mack Freeman

Telephone: (205) 640-7018 Telephone: () _____
Facsimile: () _____ Facsimile: () _____

EXECUTED the 17th day of December, 2009 (EFFECTIVE DATE).

James B. Rosales [Signature]
Purchaser Seller

20110128000030650 11/14 \$51.00
Shelby Cnty Judge of Probate, AL
01/28/2011 01:01:32 PM FILED/CERT

Beverly R Blackburn
Witness' Signature

Beverly R BLACKBURN
Witness' Typed or Printed Name

ACKNOWLEDGMENT

State of Alabama
County of TALLADEGA

Before me, the undersigned authority, on this day appeared Meredith Messer [name of seller], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the instrument for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on 12-17-09 [date].

[Notarial Seal:]

Beverly R Blackburn
Notary's Signature

Beverly R Blackburn
Notary's Typed Name

NOTARY PUBLIC

My commission expires:


3-19-2011

Saxra B. Rosales Billy R. Dahl
Purchaser Seller [Signature]

SELLER'S RECEIPT:

Receipt of \$ 800.00 (Option Fee) in the form of 0 is acknowledged.

12/17/2009
Seller Date


20110128000030650 12/14 \$51.00
Shelby Cnty Judge of Probate, AL
01/28/2011 01:01:32 PM FILED/CERT

Alabama Bill of Sale of Personal Property
(Sold As-Is)

State of Alabama
County of Shelby

KNOW ALL PERSONS BY THESE PRESENTS:

THAT I, Billy Ray Isbell and Merideth Messer [name], Seller, of
140 Street DR Sterrett, Al 35147 [address],
Shelby County, Alabama, in consideration of the payment of the sum of
fourty three hundred dollars dollars
(\$ 4300.00), receipt of payment acknowledged, do hereby sell and transfer to
Javier Barrios Robales [name], Buyer, of
140 Sterrett DR Sterrett, Al 35147 [address],
Shelby County, Alabama [state], his/her successors and assigns, the
following described personal property located in the County of Shelby, State of
Alabama: Property Description located in
Inst No. 1995-3972 Shelby Co Tax Assessors Record
[description that clearly identifies and distinguishes property].

Seller warrants that he/she is the lawful owner in every respect of all of the described property and that it is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.

Seller binds Seller, his/her successors and assigns, to warrant and defend the title to all of the described property to Buyer, his/her successors and assigns, forever against every person lawfully claiming the described property or any part of it.

THE DESCRIBED PROPERTY IS SOLD "AS-IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF SUCH PROPERTY. BY ACCEPTING THIS BILL OF SALE, BUYER(S) REPRESENT THAT BUYER(S) HAVE PERSONALLY INSPECTED THE DESCRIBED PROPERTY AND ACCEPTS THE PROPERTY "AS-IS".

This Bill of Sale shall be effective as to the transfer of all property listed in it as of 12/17/2009 [date].

IN WITNESS WHEREOF, this Bill of Sale is executed on 12/17/2009 [date].

Javier B. Robales
Seller's Signature

Merideth K Messer/Billy R Isbell
Seller's Typed or Printed Name

THIS INSTRUMENT WAS PREPARED WITHOUT EVIDENCE OF TITLE.
This Form Provided By

SEND TAX NOTICE TO:

SHELBY COUNTY ABSTRACT & TITLE CO., INC.
P. O. Box 752 - Columbiana, Alabama 35051
(205) 669-6204 (205) 669-6291 Fax(205) 669-3130

(Name) Margaret Bramlett
(Address) P O Box 103
STERRETT, AL 35147

This instrument was prepared by
(Name) Michael T. Atchison, Attorney at Law
(Address) P.O. Box 822 Columbiana, Al. 35051

Form 1-1-87 Rev. 1-88
WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA }
Shelby COUNTY } **KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of Five Hundred and no/100 -----dollars

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

Nancy Sims, a married woman
(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto
Margaret Bramlett

(herein referred to as grantee, whether one or more), the following described real estate, situated in
Shelby County, Alabama, to-wit:

Begin at the Southeast corner of the SW 1/4 of the SE 1/4, Section 24, Township 18 South, Range 1 East; thence run north along the east line a distance of 210 feet to a point; thence run in a westerly direction parallel to the south line a distance of 210 feet to a point; thence run southerly direction parallel to the east line a distance of 210 feet to a point on the south line of said 1/4-1/4 section; thence run easterly along south line of said 1/4-1/4 section 210 feet to the point of beginning.

Situated in Shelby County, Alabama.
Subject to 1995 taxes, restrictions, easements and rights of way of record.

Legal description referred to on your purchase contract.

Inst # 1995-03972

Inst # 1995-03972

02/14/1995-03972
10:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 REL 9.00

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hands(s) and seal(s), this 14 day of February, 1995.

(Seal) Nancy Sims (Seal)
Nancy Sims
(Seal) _____ (Seal)
(Seal) _____ (Seal)

STATE OF ALABAMA }
Shelby COUNTY }

General Acknowledgment

I, _____ the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Nancy Sims whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14 day of February A. D., 19 95

Marta J. Wilkin
Notary Public.



20110128000030650 14/14 \$51.00
Shelby Cnty Judge of Probate, AL
01/28/2011 01:01:32 PM FILED/CERT