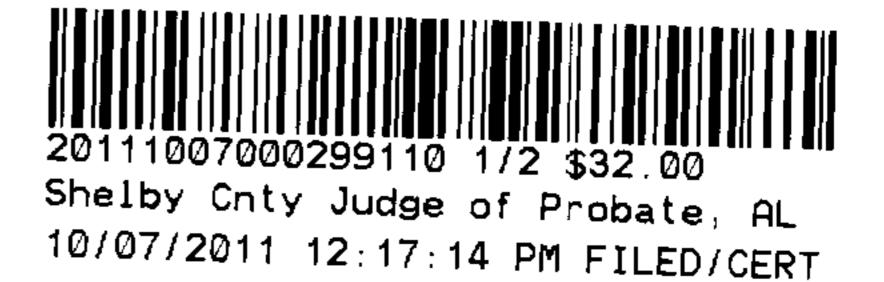
SEND TAX NOTICE TO: Jeffery W. Cobb 2907 Highway 28 Columbiana, Alabama 35051

This instrument was prepared by Shannon E. Price, Esq. P. O. Box 19144 Birmingham, AL 35219

WARRANTY DEED

STATE OF Alabama Jefferson COUNTY



KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Eighty Six Thousand Three Hundred dollars & no cents (\$86,300.00)

To the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I, Charles E. English, Sr. and wife, Brenda D. English (herein referred to as Grantor, whether one or more), do hereby grant, bargain, sell and convey unto Jeffery W. Cobb, a married man (herein referred to as grantee, whether one or more), the following described real estate, situated in Jefferson County, Alabama, to-wit:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 1 EAST, AND RUN EASTERLY ALONG THE SOUTH SIDE OF THE SAID NORTHEAST QUARTER FOR 210.00 FEET TO THE EAST SIDE OF 20 FOOT WIDE ACCESS EASEMENT WHICH PROVIDES ACCESS TO THE PARCEL HEREIN DESCRIBED; THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES TO THE LEFT AND RUN NORTHERLY ALONG THE EAST SIDE OF THE 20 FOOT WIDE ACCESS EASEMENT FOR 210.00 FEET TO THE POINT OF BEGINNING; THENCE TURN AN ANGLE OF 3 DEGREES 58 MINUTES 09 SECONDS TO THE LEFT AND RUN A DISTANCE OF 177.11 FEET; THENCE TURN AN ANGLE OF 2 DEGREES 38 MINUTES 13 SECONDS TO THE LEFT AND RUN A DISTANCE OF 120.82 FEET; THENCE TURN AN ANGLE OF 83 DEGREES 23 MINUTES 38 SECONDS TO THE LEFT AND RUN A DISTANCE OF 183.84 FEET; THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES TO THE LEFT AND RUN A DISTANCE OF 296.71 FEET; THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES TO THE LEFT AND RUN A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING. SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 32, TOWNSHIP 21 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA. ALSO INCLUDED IS AN EASEMENT (20 FOOT WIDE) DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE I EAST, AND RUN EASTERLY ALONG THE SOUTH SIDE OF THE NORTHEAST QUARTER FOR 210.00 FEET TO THE EAST SIDE OF A 20 FOOT WIDE ACCESS EASEMENT (SAID POINT BEING THE POINT OF BEGINNING); THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT AND RUN SOUTHERLY A DISTANCE OF 22.5 FEET, MORE OR LESS, ALONG THE EAST SIDE OF THE 20 FOOT WIDE ACCESS EASEMENT TO THE RIGHT OF WAY OF SHELBY COUNTY HIGHWAY NO. 28; THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT AND RUN ALONG SAID HIGHWAY RIGHT OF WAY A DISTANCE OF 20.00 FEET; THENCE TURN AN ANGLE OF 90 DEGREES TO THE RIGHT AND RUN A DISTANCE OF 232.5 FEET; THENCE TURN AN ANGLE OF 90 DEGREES TO THE RIGHT AND RUN A DISTANCE OF 20.0 FEET; THENCE TURN AN ANGLE OF 90 DEGREES TO THE RIGHT AND RUN A DISTANCE OF 210.0 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SITUATED IN SHELBY COUNTY, ALABAMA. \(\text{'}

BOE

Shelby County, AL 10/07/2011 State of Alabama Deed Tax: \$17.00 Subject to: (1) Taxes for the year 2011 and subsequent years. (2) Easements, restrictions, reservations, rights-of-way, limitations, conditions of record, if any. (3) Mineral and mining rights, if any.

\$69,730.00 of the purchase price is being paid by the proceeds of a first mortgage loan executed and recorded simultaneously herewith.

Subject to:

- 1. All taxes for the year 2011 and subsequent years, not yet due and payable.
- 2. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting title that would be disclosed by an accurate and complete survey of the land.
- 3. Rights or claims of parties in possession not shown by the public records.
- 4. Easements, or claims of easements, not shown by the public records.
- Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public records.
- 6. Such state of facts as shown on subdivision plat recorded in Plat Book, Page.
- 7. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but limited to, oil, gas, sand and gravel in, on, and under subject property.

 Anything to the contrary notwithstanding this commitment and the final policy does not attempt to set out the manner in which any oil, gas, or mineral rights, or any rights relating thereto are vested, including drilling, right of entry, or other rights, privileges and immunities relating thereto, together with any release of liability or damage to persons or property as a result of the exercise of such rights.
- 8. Permits to Alabama Power Company as recorded in Deed Book 107, Page 183; Deed Book 188, Page 295 and Deed Book 223, Page 113.
- 9. Right of Way to Shelby County as recorded in Book 191, Page 418.
- 10. Maintenance Agreement recorded in Instrument 1994-20058.
- All outstanding rights of redemption in favor of all persons and entities entitled to redeem the property from that certain mortgage foreclosure sale evidenced by mortgage foreclosure deed dated 10-29-10 and recorded on 11-10-10 in Instrument 20101110000377850, 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.

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, Grantors have hereunto set his/her/their hand(s) and seal(s), this September 30, 2011.

Charles E. English, Sr.

(Seal)

Brenda D. English

STATE OF ALABAMA

General Acknowledgement

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles E. English, Sr. and wife, Brenda D. English, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she/they have/has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th/day of September, 20/1

Notary Public.

My Commission Expires:

20111007000299110 2/2 \$32.00 Shelby Cnty Judge of Probate, AL

WARRANTY DEED