

THIS INSTRUMENT PREPARED BY
Howard W. Neiswender
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 1500
Birmingham, AL 35203

Send Tax Notice to:
Clay M. Holland
P. O. Box 1008
Alabaster, AL 35007

STATE OF ALABAMA
SHELBY COUNTY

)
)

STATUTORY WARRANTY DEED

(This deed prepared without benefit of survey or title examination)

KNOW ALL MEN BY THESE PRESENTS:


NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) to the undersigned grantor, in hand paid by the grantee herein, the receipt whereof is acknowledged, **CLAY MONTGOMERY HOLLAND**, being the current sole Trustee of **The H. Sherman Holland, Jr., Educational Trust** after the death of co-Trustee, **JOHN BURDETTE BATES** (hereinafter referred to as the "Grantor"), hereby grants, bargains, sells and conveys, subject to the matters set forth below, unto **HOLLAND REAL ESTATE, LLC**, an Alabama limited liability company (hereinafter referred to as the "Grantee"), all of its right, title and interest in and to the real estate situated in Shelby County, Alabama described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Property").

THIS CONVEYANCE is subject to the following:

- (1) General and special taxes and assessments for the current year and subsequent years not yet due and payable.
- (2) All mineral, mining and oil and gas rights not owned by the Grantor, if any.
- (3) All easements, covenants, reservations, restrictions and encumbrances of record (whether such encumbrances are monetary or non-monetary) and any easement for any utility serving the Property, whether of record or not.
- (4) Rights of third parties, including the public at large, with respect to any portion of the Property located in a public right of way.
- (5) All unrecorded easements, encroachments, overlaps, boundary line disputes and other matters that would be revealed by an accurate survey or inspection of the Property.

TO HAVE AND TO HOLD to the Grantee, its successors and assigns forever.

The Grantor intends by the execution of this conveyance to vest title in and to the Property described on Exhibit A attached hereto in Grantee.


20120619000216020 1/6 \$30.00
Shelby Cnty Judge of Probate, AL
06/19/2012 12:12:30 PM FILED/CERT

31st IN WITNESS WHEREOF, the Grantor has executed this Statutory Warranty Deed this day of March, 2012 by and through its duly authorized Trustee.

GRANTOR:

Clay Montgomery Holland
Clay Montgomery Holland, as Trustee of The H.
Sherman Holland, Jr. Educational Trust

STATE OF ALABAMA

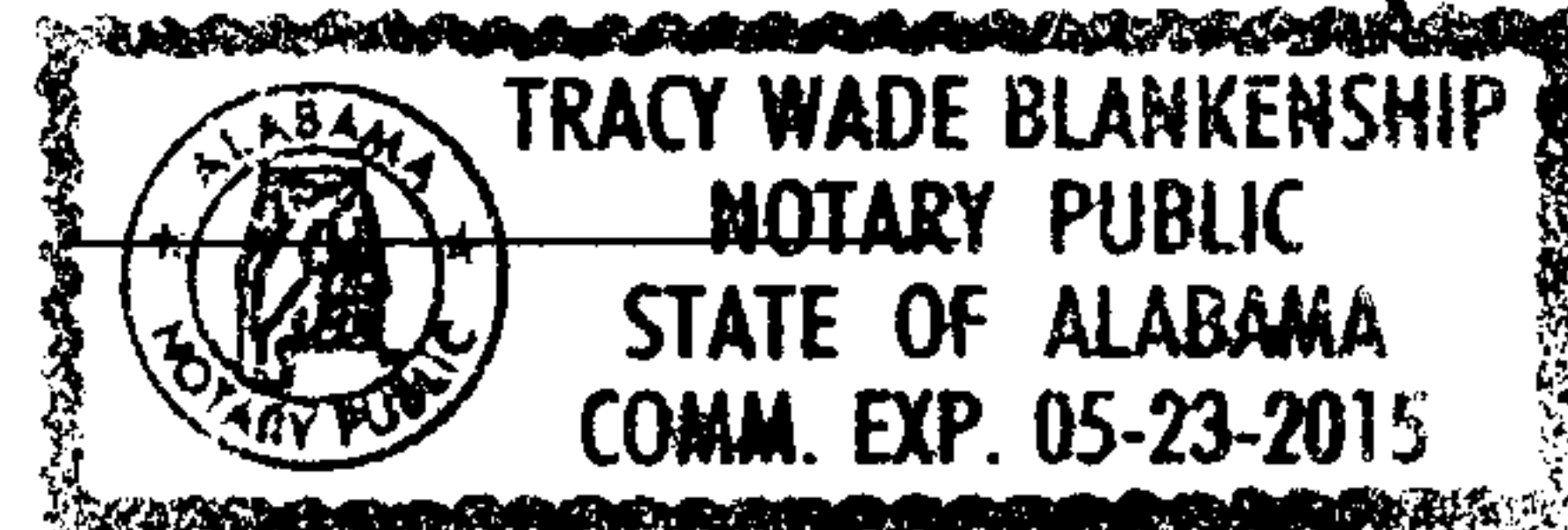
JEFFERSON COUNTY

I, the undersigned, a Notary Public, hereby certify that **CLAY MONTGOMERY HOLLAND**, whose name is signed to the foregoing Statutory Warranty Deed as Trustee of The H. Sherman Holland, Jr. Educational Trust, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Statutory Warranty Deed, he, in his capacity as Trustee of the H. Sherman Holland, Jr. Educational Trust, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 31st day of March, 2012.

[NOTARIAL SEAL]

Tracy Wade Blankenship
Notary Public
My Commission Expires:




20120619000216020 2/6 \$30.00
Shelby Cnty Judge of Probate, AL
06/19/2012 12:12:30 PM FILED/CERT

EXHIBIT A

DESCRIPTION OF THE PROPERTY

A tract of land situated in the NW1/4 of the SE1/4 Section 22 Township 22S, Range 3 W. being more particularly described as follows:

Commence at the SW corner of said 1/4 1/4 section and run Northerly along the West line of said 1/4 1/4 section 148.0 feet to the POB. Thence continue along last described course 130.0 feet; thence right and along the ROW of a railroad 254.0 feet; thence Southerly and run 330.0 feet; thence Westerly and run 210 feet to the point of beginning.


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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
)
 JEFFERSON COUNTY)

MORTGAGE DEED

KNOW ALL MEN BY THESE PRESENTS: That whereas, JOANN JACKSON, AN UNMARRIED WOMAN, (hereinafter called "Mortgagors", whether one or more) are justly indebted to SHERMAN HOLLAND, JR., (hereinafter called "Mortgagee", whether one or more), in the principal sum of THIRTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 (\$ 34,500.00) DOLLARS, evidenced by one real estate mortgage note bearing date of March 18, 1996, and payable according to the terms and conditions contained in said note.

And Whereas, Mortgagors agreed in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.


NOW, THEREFORE, in consideration of the premises, said Mortgagors, JOANN JACKSON, AN UNMARRIED WOMAN, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Jefferson County, State of Alabama, to-wit:

Lot 3, according to the Survey of Cheney's Addition to West End, as recorded in Map Book 17, Page 58, in the Probate Office of Jefferson County, Alabama.

Subject to ad valorem taxes for the year 1996, which said taxes are not due or payable until October 1, 1996.

This is a purchase money first mortgage given to secure the remainder of the purchase price on the hereinabove described real property.

THIS MORTGAGE IS BEING GIVEN TO REPLACE A MORTGAGE FROM THE MORTGAGOR HEREIN TO THE MORTGAGEE HEREIN, BEARING DATE OF MARCH 18, 1996, DESCRIBING THE SAME PROPERTY DESCRIBED HEREIN AND WHICH SAID MORTGAGE HAS BEEN LOST OR MISPLACED. BOTH PARTIES HERETO INTENT THE EFFECTIVE DATE OF THIS MORTGAGE TO BE MARCH 18, 1996.


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 Shelby Cnty Judge of Probate, AL
 06/19/2012 12:12:30 PM FILED/CERT


Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally on the premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned shall fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if

collected to be credited on said indebtedness, less the cost of collecting same; all amounts so expended by said mortgagee for taxes or assessments, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagors pay the indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, insurance or assessments, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after first giving twenty-one days' notice by publishing once a week for three consecutive weeks, the time, place and terms of sale by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of the sale; and Fourth, the balance, if any, to be turned over to the mortgagor and the undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and the undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned JOANN JACKSON, AN UNMARRIED WOMAN, has hereunto set her signature and seal, this 12th day of July, 1996.

 (SEAL)
Joann Jackson



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Shelby Cnty Judge of Probate, AL
06/19/2012 12:12:30 PM FILED/CERT

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joann Jackson, an unmarried woman, 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 12th day of July, 1996.

MY COMMISSION EXPIRES:

7/28/98

John Burdette Bates
Notary Public

This instrument was prepared by:

John Burdette Bates, Attorney at Law
#10 Office Park Circle, Suite 122
Birmingham, Alabama 35223

State of Alabama - Jefferson County
I certify this instrument filed on:
2004 APR 28 P.M. 12:10
Recorded and \$ 51.75 Mtg. Tax
and \$ 9.50 Deed Tax and Fee Amt.
\$ 61.25 Total \$
MICHAEL F. BOLIN, Judge of Probate
200406/2060



20120619000216020 6/6 \$30.00
Shelby Cnty Judge of Probate, AL
06/19/2012 12:12:30 PM FILED/CERT

Shelby County, AL 06/19/2012
State of Alabama
Deed Tax: \$3.00

20110901000862330 7/7
Bk: LR201106 Pg:28139
Jefferson County, Alabama
09/01/2011 03:54:11 PM AS
Fee - \$23.00

Total of Fees and Taxes-\$23.00
JCOCKRELL