

(WITHOUT TITLE EXAMINATION OR OPINION)

SEND TAX NOTICE TO:

(Name) **JIM H. DAY, SR. AND**
MILDRED L. DAY

(Address) 2212 Pinehurst Drive, Gardendale, AL 35071

This instrument was prepared by
Stephen Grimes, Attorney at Law
P. O. Box 463, Gardendale, AL 35071

WARRANTY DEED, DEED IN LIEU OF FORECLOSURE

STATE OF ALABAMA }
COUNTY OF SHELBY}

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, Hoover Eyecare, Inc., a corporation, ("Grantor"), is the owner and record title holder of all that real property situated in Shelby County, Alabama, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the Grantor has heretofore executed and delivered to Jim H. Day, Sr. and Mildred L. Day (the "Mortgage") with respect to the Property; and

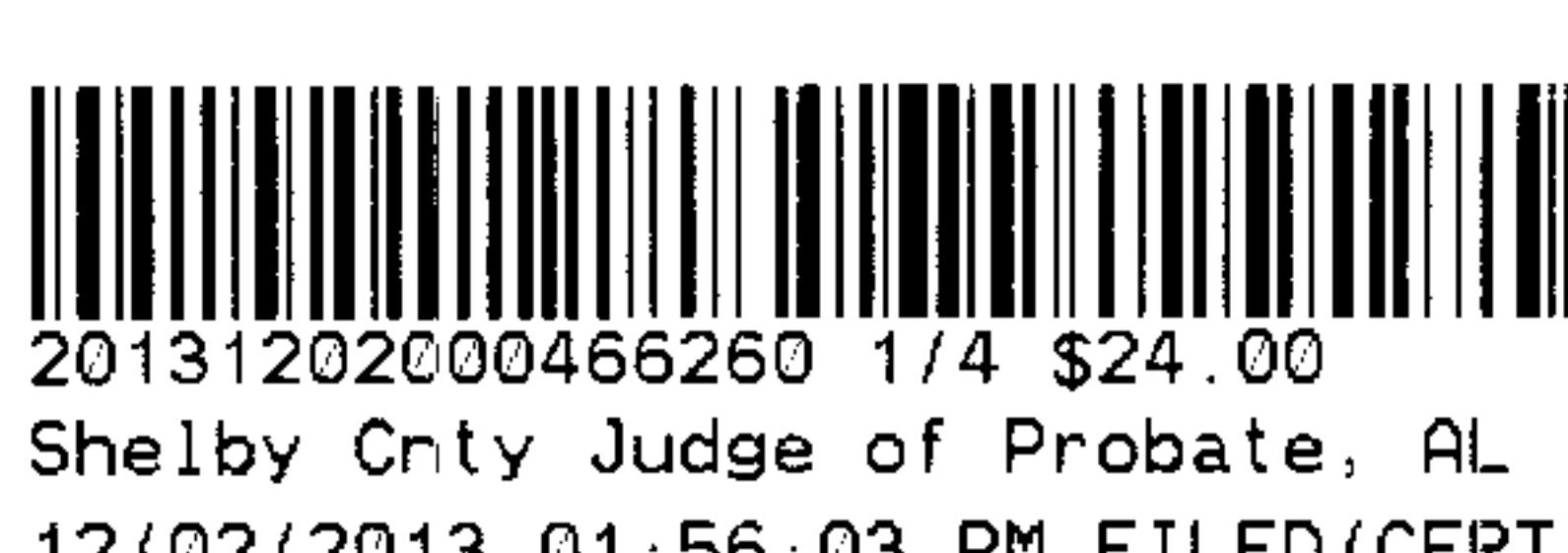
WHEREAS, Grantor has agreed to convey the Property to Grantee in consideration of a credit by Grantee to Grantor from and against the Indebtedness secured by the Mortgage; and

WHEREAS, the Grantee, by the acceptance of this Deed, shall in consideration thereof, credit the indebtedness secured by the Mortgage in full for any amounts owing on said Mortgage; and

WHEREAS, the conveyance of the Property and the execution of this Deed for the consideration herein described have been approved by the Grantor.

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) cash in hand paid to the Grantor by the Grantee, the receipt of which the Grantor hereby acknowledges, and the aforesaid agreement of the Grantee to credit on the indebtedness secured by the Mortgage an amount equal to the balance of said indebtedness, the Grantor, Hoover Eyecare, Inc., a corporation, does hereby GRANT, BARGAIN, SELL AND CONVEY unto Jim H. Day, Sr. and Mildred L. Day, all that certain real property situated in Shelby County, Alabama, and more particularly described in Exhibit "A" attached hereto and made a part hereof, together with any and all rights of redemption, statutory or equitable of the Grantor with respect thereto. Grantor expressly makes this conveyance without reservation or retention of any rights of redemption, statutory or equitable.

TO HAVE AND TO HOLD to Jim H. Day, Sr. and Mildred L. Day, as joint tenants with right of survivorship, and their successors and assigns, in fee simple, forever, it being the intention of this conveyance that that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in



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the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

The Grantor covenants with the Grantee that it is the owner of the Property and has a good right to sell and convey the same; that the same is free of all encumbrances except the Mortgage; and that the Grantor will forever warrant and defend the title to the Property to the Grantee, its successors and assigns, forever. All covenants and agreements made herein shall bind the Grantor and its successors and assigns.

It is understood and agreed that the lien and title of the Mortgage shall be merged in the title hereby conveyed only in the event of the full effectiveness of this conveyance according to the terms and provision expressed herein, and that if for any reason this conveyance shall be held ineffective for any particular reason, or in event of the setting aside of this conveyance in any proceedings instituted under the Bankruptcy Code, the Mortgagee shall be subrogated to, or shall be considered to have retained, all of its lien, title and rights under the Mortgage and the note secured thereby, and in any such event the Mortgagee shall have the right to proceed to a foreclosure of the Mortgage in all respects as if this instrument had not been executed.

IN WITNESS WHEREOF, the undersigned Hoover Eyecare, Inc., by its President, Jim H. Day, Jr., who has executed this deed as an act of said corporation.

HOOVER EYECARE, INC

BY:


Jim H. Day, Jr., its President

(Seal)

STATE OF ALABAMA}

COUNTY OF Jefferson }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jim H. Day, Jr., whose name as President of HOOVER EYECARE, INC., 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 22ND day of November, 2013.

Alicia Lyn Whitaker
Notary Public

My commission expires:

1-21-17

ALICIA LYN WHITAKER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES 1-21-17



20131202000466260 2/4 \$24.00
Shelby Cnty Judge of Probate, AL
12/02/2013 01:56:03 PM FILED/CERT

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land located in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama.

Commence at the SE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence in a Westerly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 462.59 feet to the Point of Beginning; thence continue along last described course a distance of 117.41 feet; thence 116 degrees 34 minutes 43 seconds right in a Northeasterly direction a distance of 304.07 feet to a point on the Southwesterly right of way line of Shelby County Highway No. 275; thence 92 degrees 05 minutes 41 seconds right in a Southeasterly direction along said right of way a distance of 105.07 feet; thence 87 degrees 54 minutes 19 seconds right in a Southwesterly direction a distance of 247.70 feet to the Point of Beginning; being situated in Shelby County, Alabama.

Subject to any restrictions, easements and rights of way of record.



20131202000466260 3/4 \$24.00
Shelby Cnty Judge of Probate, AL
12/02/2013 01:56:03 PM FILED/CERT

Real Estate Sales Validation Questionnaire

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Kornerz, Escrow, Inc.
Mailing Address 212 Old Montgomery Highway
Birmingham, AL 35244

Grantee's Name John H. Day Jr.
Mailing Address 7312 Pinehurst Dr.
Birmingham, AL 35271

Property Address 212 Old Montgomery Highway

Date of Sale 11/22/13
Total Purchase Price \$ 100000
or

Current Assessor's MV \$ 255,570

Documentary Evidence provided:

- Closing Statement
- Bill of Sale
- Sells Contract
- Other

Deed Nov 1 2013

Affidavit of Exception

Mark the appropriate situation upon which an exception is based.
When transfer of title to real estate or affidavit of equitable interest in real estate is made:

- Transfer of mortgage on real or personal property within this state upon which the mortgage tax has been paid.
- Deeds or instruments executed for a nominal consideration for the purpose of perfecting the title to real estate.
- Re-recording of corrected mortgage, deed, or instrument executed for the purpose of perfecting the title to real estate or personal property, specifically, but not limited to, corrections of maturity dates thereof, and deeds and other instruments or conveyances, executed prior to October 1, 1923.
- Instrument conveying only leasehold easement, or licenses or the recordation of copies of instruments evidencing original transfers of title to land by the United States or the State of Alabama.

I hereby affirm that to the best of my knowledge and belief the information contained in this document is true and complete.

Date 11/22/13

Print D. John H. Day Jr.
Sign D. John H. Day Jr.
(Owner / Agent) circle one

