

\$124,000.00 of the Purchase Price is being paid by the proceeds of a First Mortgage loan executed and recorded simultaneously herewith.

**THIS INSTRUMENT PREPARED BY:**

The Law Office of Jack R. Thompson, Jr.  
3500 Colonnade Parkway  
Suite 350  
Birmingham, AL 35243

**SEND TAX NOTICE TO:**

Nicholas D. & Jamie Phillips  
Dante Phillips  
112 Forest Hills Rd.  
Alabaster, AL 35007

**STATUTORY WARRANTY DEED**

**20140506000134640**

**05/06/2014 09:17:08 AM**

**DEEDS 1/2**

STATE OF ALABAMA )

SHELBY COUNTY )

) **KNOW ALL MEN BY THESE PRESENTS:**

THAT FOR AND IN CONSIDERATION OF One Hundred Fifty-five Thousand Dollars (155,000.00), the amount of which can be verified in the Sales Contract between the parties hereto, to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we **CADENCE BANK, N.A.**, as successor by way of merger to Superior Bank, National Association, a national banking association (the "Grantor"), whose mailing address is 17 20th Street North, Suite 660, Birmingham, AL 35203 grant, bargain, sell and convey unto **NICHOLAS D. PHILLIPS, JAMIE PHILLIPS AND DANTE PHILLIPS** (the "Grantee"), whose mailing address is 112 Forest Hills Rd Alabaster, AL 35007, the following described real estate situated in ~~Jefferson~~ Shelby County, Alabama (the "Property"), the address of which is 112 Forest Hills Rd, Alabaster, AL 35007; to wit;

Lot 30, according to the Survey of Forest Hills, 1st Sector, as recorded in Map Book 19, Page 46 A & B, in the Probate Office of Shelby County, Alabama.

**THIS CONVEYANCE IS SUBJECT, HOWEVER,** to the following:

1. Current ad valorem taxes;
2. Mineral and mining rights not owned by Grantor;
3. Easements of record, recorded restrictions, rights-of-way, agreements and other matters of record;
4. Matters that would be revealed by an accurate survey of the Property or that may be shown on any recorded map or plat of the Property;
5. Any applicable zoning, subdivision or other land use ordinances, laws or regulations;
6. The Property is conveyed "As is" and "where is", with all faults and specifically and expressly without any warranties, representations, or guaranties of any kind, oral or written, express or implied, other than statutory warranties of title, concerning the Property or this conveyance from or on behalf of Grantor;
7. To the maximum extent permitted by law, Grantor makes no representations, warranties or guarantees of any kind, oral or written, express or implied concerning the Property or the title to the Property, other than statutory warranties of title, including, without limitation, (i) the profitability, suitability or fitness of the Property for a particular use or purpose, (ii) the manner or quality of the construction or materials incorporated into the improvements, if any, on the Property, (iii) the manner of repair, quality, state of repair, or lack of repair of the Property, and (iv) the availability of utilities and access of the Property to public roads;
8. To the maximum extent permitted by law, Grantor makes no representations or warranties with regard to compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders or requirements, including

but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R. Part 2261, or hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1990, as amended, and regulations promulgated thereunder;

9. Grantor is not liable or bound in any manner by any verbal or written statement, representations or information pertaining to the Property furnished by any broker, agent, employee, servant, or other person;
10. Grantor shall not be liable to the Grantee for any prospective or speculative profits, or special, indirect or consequential damages, whether based upon contract, tort, or negligence or in any other manner arising from the transactions contemplated by this conveyance.
11. Rights of redemption from foreclosure deed to Cadence Bank, National Association as successor by way of merger to Superior Bank, National Association dated August 5, 2013 recorded in Shelby County, Alabama, at Instrument No. 20130815000332420,

**TO HAVE AND TO HOLD** to the Grantee and Grantee's heirs, successors and assigns forever;

**IN WITNESS WHEREOF**, Grantor has caused this Deed to be executed by Grantor's duly authorized representative this 9<sup>th</sup> day of April, 2014.

**GRANTOR:**

**CADENCE BANK, N.A.**

Charles Powell (Sign)  
By: Charles Powell (Print)  
Its: Vice President (Title)

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles Powell, whose name as VP of Cadence Bank, N.A., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such Officer and with full authority, executed the same voluntarily for and as the act of said institution.

Given under my hand this the 9<sup>th</sup> day of April, 2014.

Chene S. W.  
Notary Public  
My commission expires: 3/14/16



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
05/06/2014 09:17:08 AM  
\$48.00 CHERRY  
20140506000134640

File #: S14-0202

James W. Fuhrmeister