## See 114 340-720

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Thirty-Six Thousand Four Hundred Dollars (\$36,400.00), to the undersigned grantor, W. M. Humphries Development Company, Inc., a corporation, in hand paid by Peter B. Thomas, Jr., the receipt of which is hereby acknowledged, the said W. M. Humphries Development Company, Inc. does by these presents, grant, bargain, sell and convey unto the said Peter B. Thomas, Jr., the following described real estate situated in Shelby County, Alabama, to-wit:

Unit "B", Building 4, Lot 3, of Chandalar South Townhouses, as recorded in Map Book 6, Page 6, in the Office of the Judge of Probate of Shelby County, Alabama, more particularly described as follows: Commence at the most Westerly corner of Lot 3, thence in a Southeasterly direction along the Southwest line of Lot 3 a distance of 40.97 feet, thence 90 degrees left in a Northeasterly direction a distance of 20.0 feet to the point of beginning; said point being further identified as being the point of intersection of the center line of the wood fence enclosing the fronts of Units "A", "B", "C" and "D", and the center line of the wood fence common to Units "A" and "B", thence continue in a Northeasterly direction along the center line of said fence, party wall and fence a distance of 68.0 feet to intersection of the center line of the fence enclosing the backs of Units "A", "B", "C" and "D", thence right in a Southeasterly direction along the center line of last described fence a distance of 24.13 feet to intersection of the center line of the wood fence common to Units "B" and "C", thence right in a Southwesterly direction along the center line of said fence, party wall and fence a distance of 68.0 feet to intersection of the center line of the fence enclosing the fronts of Units "A", "B", "C" and "D", thence right in a Northwesterly direction along the center line of last described fence a distance of 24.08 feet to the point of beginning.

Subject to easements and restrictions of record and easements, restrictions and covenants, conditions, assessments and agreements contained in Declaration recorded in Miscellaneous Book 6, Page 804, in the Office of the Judge of Probate of Shelby County, Alabama.

\$34,550.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, To the said Peter B. Thomas, Jr., his heirs and assigns forever.

And said W. M. Humphries Development Company, Inc., a corporation, does for itself, its successors and assigns, covenant with the said Peter B. Thomas, Jr., his heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to the said Peter B. Thomas, Jr., his heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said W. M. Humphries Development Company, Inc., by its Vice President, R. E. Hamilton, Jr., who is authorized to execute this conveyance, has hereto set its signature and seal this the 12th day of July, 1974.

19740716000035200 1/2 \$.00 Shelby Cnty Judge of Probate, AL 07/16/1974 12:00:00 AM FILED/CERT W. M. HUMPHRIES DEVELOPMENT COMPANY, INC.

Tts Nice President

STATE OF ALABAMA) COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that R. E. Hamilton, Jr., whose name as Vice President of W. M. Humphries Development Company, 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 the 12th day of July, 1974.

Notary Public

AS SHOWN ABOVE

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PROBATE

AM FILED/CERT