

THIS INSTRUMENT PREPARED BY

JOE KNOTTS

STATE OF ALABAMA HIGHWAY  
DEPARTMENT, BUREAU OF RIGHT  
OF WAY, MONTGOMERY, ALABAMA 36130

STATE OF ALABAMA )

COUNTY OF SHELBY )

TRACT NO. 36

## FEE SIMPLE

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum of  
1,680.00 dollars, cash in hand paid to the undersigned by the State of  
Alabama, the receipt of which is hereby acknowledged, we (I), the undersigned,  
grantor(s), Kermit Stephens & Joseph W. Stephens have (has) this day  
bargained and sold, and by these presents do hereby grant, bargain, sell and  
convey unto the State of Alabama the following described property, lying and  
being in Shelby County, Alabama, and more particularly

described as follows: and as shown on the right-of-way map of Project No.  
S-44(8) of record with the State of Alabama Highway Department, a copy of which  
is also deposited in the Office of the Judge of Probate of Shelby County, Alabama  
as an aid to persons and entities interested therein and as shown on the Property  
Plat attached hereto and made a part hereof:

Commencing at the southeast corner of the SW $\frac{1}{4}$  of NW $\frac{1}{4}$ , Section 2, T-24-N,  
R-12-E; thence northerly along the east line of said SW $\frac{1}{4}$  of NW $\frac{1}{4}$  a distance of  
230 feet, more or less, to the centerline of Project No. S-44(8); thence  
N 85° 18' 21" E along said centerline a distance of 580 feet, more or less,  
to Station 69+17.397; thence turn an angle of 90° 00' to the right and run a  
distance of 45 feet, to the point of beginning of the property herein to be  
conveyed; thence westerly along a curve to the right (concave northerly) having  
a radius of 1322.614 feet, parallel with the centerline of said project, a  
distance of 248 feet, more or less, to the west property line; thence southerly  
along said west property line, a distance of 16 feet, more or less, to the present  
north right-of-way line, of Alabama Highway No. 25; thence easterly along said  
present north right-of-way line, a distance of 248 feet, more or less, to a  
present right-of-way line flare which connects said present north right-of-way  
line with the present west right-of-way line of Industrial Park Street; thence  
northeasterly along said present right-of-way line flare a distance of 105 feet,  
more or less, to a point that is westerly of and at right angles to the traverse  
of said Industrial Park Street at Station 9+00; thence westerly along a line a  
distance of 15 feet, more or less, to a point that is 40 feet westerly of and at  
right angles to said traverse at Station 9+00; thence southwesterly along a line  
a distance of 80 feet, more or less, to the point of beginning.

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Said strip of land lying in the SW $\frac{1}{4}$  of NW $\frac{1}{4}$  Section 2, T-24-N, R-12-E and containing 0.11 acre, more or less.

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To Have and To Hold, unto the State of Alabama, its successors and assigns in fee simple forever.

And for the consideration, aforesaid, we (I) do for ourselves (myself), for our (my) heirs, executors, administrators, successors, and assigns covenant to and with the State of Alabama that we (I) are (am) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that we (I) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that we (I) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

The grantor(s) herein further covenant(s) and agree that the purchase price above-stated is in full compensation to them (him-her) for this conveyance, and hereby release the State of Alabama and all of its employees and officers from any and all damages to their (his-her) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance, or repair of any public road or highway that may be so located on the property herein conveyed.

In witness whereof, we (I) have hereunto set our (my) hand(s) and seal this the 29 day of July, 1991.

Burnett Stephens  
Joseph W. Stephens

ACKNOWLEDGMENT

STATE OF ALABAMA )

COUNTY OF Shelby )

I, John W. Rodgers, a Notary Public, in and for said County in said State, hereby certify that Kenneth and Joseph W. Stephens whose name(s) ARE, signed to the foregoing conveyance, and who ARE known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, HAVE executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29 day of July 19 91.

[Signature]  
NOTARY PUBLIC

My Commission Expires 6-25-92

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

\_\_\_\_\_ County

I, \_\_\_\_\_, a \_\_\_\_\_ in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of the \_\_\_\_\_ Company, 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 this 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 this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_.

Official Title \_\_\_\_\_

to

STATE OF ALABAMA

WARRANTY DEED

STATE OF ALABAMA

County of \_\_\_\_\_

I, \_\_\_\_\_

Judge of Probate in and for said State

County, hereby certify that the

within conveyance was filed in my office

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., on the \_\_\_\_\_

day of \_\_\_\_\_ 19\_\_\_\_, and duly

recorded in Deed Record \_\_\_\_\_

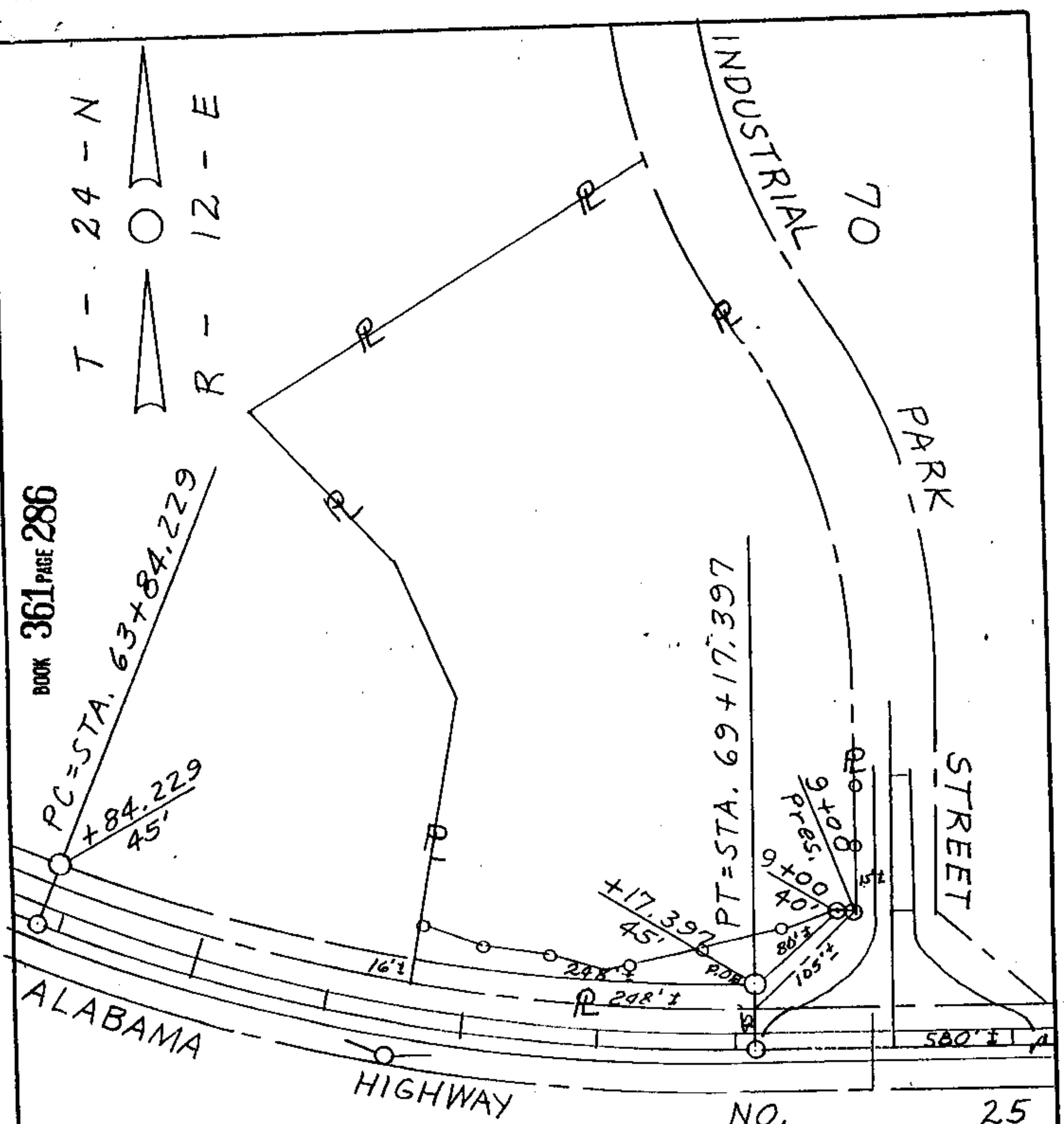
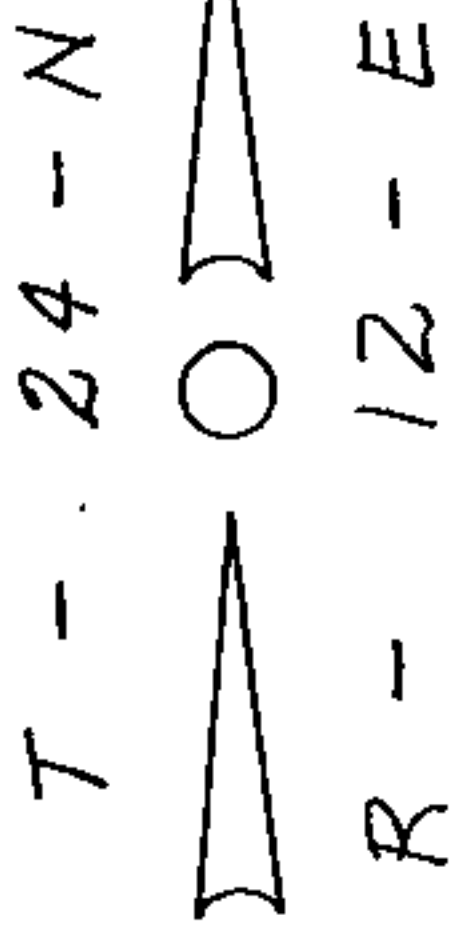
page \_\_\_\_\_. Dated \_\_\_\_\_ day of \_\_\_\_\_

19\_\_\_\_.

Judge of Probate

\_\_\_\_\_ County, Alabama.

BOOK 361 PAGE 286



SW 1/4 OF NW 1/4  
SEC. 2

STATE OF ALABAMA  
I CERTIFY THIS  
DOCUMENT WAS FILED

91 AUG 29 PM 1:44

JUDGE OF PROBATE

1. Deed Tax	\$ 10.00
2. Mtg. Tax	\$ 10.00
3. Recording Fee	\$ 3.00
4. Indexing Fee	\$ 1.00
5. No Tax Fee	\$ 1.00
6. Certified Fee	\$ 1.00
Total	\$ 26.00

TRACT NUMBER 36 STATE OF ALABAMA HIGHWAY DEPARTMENT  
OWNER: KERMIT & JOSEPH W. PROJECT NUMBER S-44(8)  
TOTAL ACREAGE: 3.91 STEPHENS COUNTY - SHELBY  
R/W REQUIRED: 0.11  
REMAINDER: 3.80  
SCALE: 1" = 100' DATE: 7-27-90