

Send Tax Notice To:

✓ Gary C. Lester and Jan T. Lester
4028 Charring Cross Lane
Birmingham, Alabama 35226

STATE OF ALABAMA)

SHELBY COUNTY)

WARRANTY DEED

THIS IS A WARRANTY DEED executed and delivered this 13th day of January, 1992 by Clayton-Bailey Properties, an Alabama general partnership (hereinafter referred to as the "Grantor"), to Gary C. Lester and Jan T. Lester, (hereinafter referred to as the "Grantees").

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of Forty Thousand and No/100 Dollars (\$40,000.00) in hand paid by Grantees to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, the Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto the Grantees for and during their joint lives as joint tenants and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in the City of Pelham, Shelby County, Alabama, to-wit:

A parcel of land situated in the South Half of the Northwest quarter of the Southwest quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest corner of the Northwest quarter of the Southwest quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; Thence proceed South 0° 19' 52" West along West line of said quarter-quarter, 772.74 feet to THE POINT OF BEGINNING also being an iron pin set; Thence South 65° 07' 47" East, 113.90 feet to an iron set and the intersection of a point on a curve to the left, said curve having a Delta angle of 81° 14' 46", a Radius of 40.00 feet and a Chord bearing of South 15° 45' 10" East; Thence along the arc of said curve 56.72 feet to an iron pin set; Thence South 33° 37' 27" West, 142.21 feet to an iron pin set; Thence North 87° 55' 08" West, 40.00 feet to an iron pin set; Thence North 0° 19' 52" East, 215.00 feet to THE POINT OF BEGINNING.

Said Parcel Containing 17021 ± Square feet or 0.39 Acres More or Less.

Together with a non-exclusive easement for vehicular and pedestrian ingress and egress over and across that certain private drive situated adjacent to and extending along the eastern most boundary of the foregoing described property as shown by that certain survey of Jim C. McCullers dated March 8, 1988, together with a non-exclusive utility easement over and across that portion of such private drive which is immediately adjacent to the foregoing described property for the purpose of enabling the Grantees to "tap on" or connect to existing utilities located in such private drive. Provided, however, Grantor reserves the right to dedicate said private drive to the City of Pelham, Alabama.

This conveyance is subject to the following:

1. 1991 Ad Valorem tax ID, 58-10-9-31-3-001-011;
2. Public utility easements as shown by recorded plat, including a 10 foot along private drive as shown on survey by Jim McCullers dated March 7, 1988;
3. Declaration of Protective Covenants as set out in instruments recorded in Real 168 Page 263 and amended in Real 220 Page 94 in Probate Office;

4. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 138 Page 51 in Probate Office;
5. Right(s)-of-Way(s) for telephone line as set out by instrument recorded in Deed Book 56 Page 296 in Probate Office;
6. Easement(s) to Alabama Powr Company and South Central Bell as shown by instrument recorded in Real 99 Page 474 in Probate Office;
7. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 61 Page 9 and Deed Book 80 Page 325 in Probate Office; and
8. Rights of others to use of private drive as shown on survey by Jim McCullers dated March 7, 1988.

TO HAVE AND TO HOLD, the aforegranted permises to the said Grantees for and during their joint lives as joint tenants and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion forever.

And the Grantor for itself and for its successors and assigns, covenant with the said Grantees for and during their joint lives as joint tenants and upon the death of either of them, then to the survivor of them that the Grantor is lawfully seized in fee simple of said premises; that said premises are free from all encumbrances, unless otherwise noted above; that the Grantor has a good right to sell and convey the same as aforesaid; and that the Grantor, its successors and assigns, shall warrant and defend said premises to the Grantees, their respective heirs, administrators, successors and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Clayton-Bailey properties, an Alabama general partnership, acting through its general partner, has caused this Warranty Deed to be executed this 13th day of January, 1992.

Clayton-Bailey Properties
an Alabama general partnership

1. Deed Tax	\$ 40.00
2. Mtg. Tax	\$ 0.00
3. Recording Fee	\$ 5.00
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$ 0.00
6. Certified Fee	\$ 1.00
Total	\$ 49.00

By:

Neil Bailey
General Partner

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Neil Bailey, whose name as General Partner of Clayton-Bailey properties, an Alabama general partnership, with full authority, executed the same voluntarily, on the day the same bears date, for and as the act of Clayton-Bailey Properties.

Given under my hand and official seal this 13th day of January, 1992.

NOTARY PUBLIC
SHELBY COUNTY
I CERTIFY THIS
DOCUMENT WAS
EXECUTED

92 FEB 21 PM 1:14

JUDGE OF PROBATE

March B. Moore
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES MARCH 6, 1993

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