



20060717000343990 1/2 \$33.00
Shelby Cnty Judge of Probate, AL
07/17/2006 03:12:02PM FILED/CERT

This instrument was prepared by

Mitchell A. Spears

Attorney at Law

P.O. Box 119

Montevallo, AL 35115-0091

205/665-5102

205/665-5076

Send Tax Notice to:

(Name) Joe H. Gentry and Sandra R. Gentry

(Address) 11937 Hwy. 25

Calera, AL 35040

Warranty Deed, Jointly For Life With Remainder To Survivor

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of **TWO HUNDRED FIFTY-FIVE THOUSAND and 00/100 -----(\$255,000.00) ----- DOLLARS** to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, I (we),

KERMIT H. ROBERSON, a married man

(herein referred to as grantors) do grant, bargain, sell and convey unto

JOE H. GENTRY and SANDRA R. GENTRY

(herein referred to as GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, the following described real estate situated in **SHELBY** County, Alabama to-wit:

A tract of land situated in the Northeast quarter of Section 22, Township 22 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Northwest quarter of the Northeast quarter of said Section 22; using an assumed bearing of South 00 degrees 45 minutes 00 seconds West for the East line of said quarter-quarter; thence turn an angle to the right of 60 degrees 37 minutes 12 seconds and run South 61 degrees 22 minutes 12 seconds West, a distance of 682.22 feet to a point on the northerly right of way line of Alabama Highway 25, said point being the Point of Beginning of the tract of land herein described; run thence North 40 degrees 59 minutes 28 seconds West, a distance of 407.84 feet; run thence North 63 degrees 02 minutes 04 seconds East, a distance of 84.54 feet; run thence South 59 degrees 28 minutes 42 seconds East, a distance of 400.53 feet to a point on the northerly right of way line of said Alabama Highway 25, said point being on a curve concave to the North and having a radius of 1382.75 feet; run thence in a southwesterly direction along the arc of said curve, having a central angle of 8 degrees 40 minutes 26 seconds, an arc distance of 209.36 feet to the Point of Beginning.

ALSO, AN EASEMENT APPURTENANT, for ingress and egress purposes, situated in the Northeast quarter of Section 22, Township 22 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Northwest quarter of the Northeast quarter of said Section 22; using an assumed bearing of South 00 degrees 45 minutes 00 seconds West for the East line of said quarter-quarter; thence turn an angle to the right of 60 degrees 37 minutes 12 seconds and run South 61 degrees 22 minutes 12 seconds West, a distance of 682.22 feet to a point on the northerly right of way line of Alabama Highway 25, said point being the Point of Beginning of said easement; run thence North 40 degrees 59 minutes 28 seconds West, a distance of 200.68 feet; run thence South 49 degrees 00 minutes 32 seconds West, a distance of 15.0 feet; run thence South 40 degrees 59 minutes 28 seconds East, a distance of 200.00 feet to a point on the northerly right of way line of Alabama Highway 25, said point being on a curve concave to the North and having a radius of 1382.75 feet; run thence in a northeasterly direction along the arc of said curve, having a central angle of 00 degrees 37 minutes 20 seconds, an arc distance of 15.02 feet to the Point of Beginning.

SUBJECT TO:

Taxes for 2006 and subsequent years.

Permits to Alabama Power Company as recorded in Deed Book 80, Page 229; Deed Book 106, Page 26; Deed Book 202, Page 349 and Deed Book 127, Page 333.

Easement to Alabama Power Company as recorded in Inst. No. 1994-0466.

Right of way to Shelby County as recorded in Deed Book 107, Page 396.

THE HEREIN DESCRIBED REAL ESTATE DOES NOT CONSTITUTE THE HOMESTEAD OF GRANTOR, NOR THAT OF HIS SPOUSE, NEITHER IS IT CONTIGUOUS THERETO.

SUBJECT TO PURCHASE MONEY FIRST MORTGAGE EXECUTED BY GRANTEES HEREIN, ON EVEN DATE HEREWITH, IN FAVOR OF CENTRAL STATE BANK, IN THE SUM OF \$ 236,000.00.

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns for such survivor forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.



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IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 14th day of July, 2006.

Kermit H. Roberson
KERMIT H. ROBERSON

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority a Notary Public in and for said County, in said State, hereby certify that **KERMIT H. ROBERSON**, whose name 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 executed the same voluntarily on the day that same bears date.

Given under my hand and official seal, this the 14th day of JULY, 2006.

Shelby County, AL 07/17/2006
State of Alabama

Deed Tax: \$19.00

[Signature]
Notary Public
My Commission Expires: 8/13/09