

4649

#11.00 Defunct Stamp Cancelled on
This Deed

WARRANTY DEED

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of One Thousand
Dollars and other good and valuable consideration ~~RECEIVED~~

to the undersigned grantors, James T. McDow and wife, Mildred E. McDow, in hand paid by Homer H. Bearden, the receipt whereof is acknowledged, we the said James T. McDow and wife, Mildred E. McDow do grant, bargain, sell and convey unto the said Homer H. Bearden, the following described real estate, to-wit:

A lot in Columbiana, Alabama, described as follows: Commencing at the intersection of the east right of way line of State Highway No. 25, being known as the Calera-Columbiana Highway, and the south boundary of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Township 21, Range 1 West, said point being represented by an iron pin set in concrete on the north bank of a big ditch; run thence north, 20 degrees and 30 minutes east, along the east boundary of right of way of said highway 125.5 feet to an iron pin for point of beginning of lot herein conveyed; continue thence along right of way north, 20 degrees 30 minutes east, 124 feet to an iron pin on the east side of said highway; run thence south, 68 degrees 06 minutes east, 188.6 feet to an iron pin on the west line of Shelby Road; run thence south, 1 degree 5 minutes east along the west boundary of said road, 25 feet to an iron pin; being the northeast corner of Luther Bozeman lot; run thence along the north line of Bozeman lot south, 83 degrees and 2 minutes west, 225.2 feet to beginning; being situated in Shelby County, Alabama;

and for said consideration, the said James T. McDow and wife, Mildred E. McDow do agree for themselves, for their heirs and assigns forever that no buildings or other structures or other obstructions of any kind shall be erected upon nor shall any shrubbery or trees of any kind be planted or permitted to remain upon the following described parcel of land and for said consideration, said James T. McDow and wife, Mildred E. McDow, do hereby grant, bargain, sell and convey unto the said Homer H. Bearden, his heirs and assigns forever free use of said parcel of land as a driveway for persons and vehicles of all kinds driving to and from the lot heretofore described in this deed. Said parcel of land being described as follows:

Commencing at the intersection of the east right of way line of State Highway No. 25, being known as the Calera-Columbiana Highway, and the south boundary of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Township 21, Range 1 West, said point being represented by an iron pin set in concrete on the north bank of a big ditch, run thence north, 20 degrees and 30 minutes east, along the east boundary of right of way of said highway 125.5 feet to an iron pin; continue thence along right of way north, 20 degrees 30 minutes east, 124 feet to an iron pin on the east side of said highway for the point of beginning of the parcel herein described; thence continue north, 20 degrees 30 minutes east, along the east boundary of right of way of said highway 20 feet; thence south, 68 degrees and 06 minutes east, 20 feet; thence south, 20 degrees and 30 minutes west,

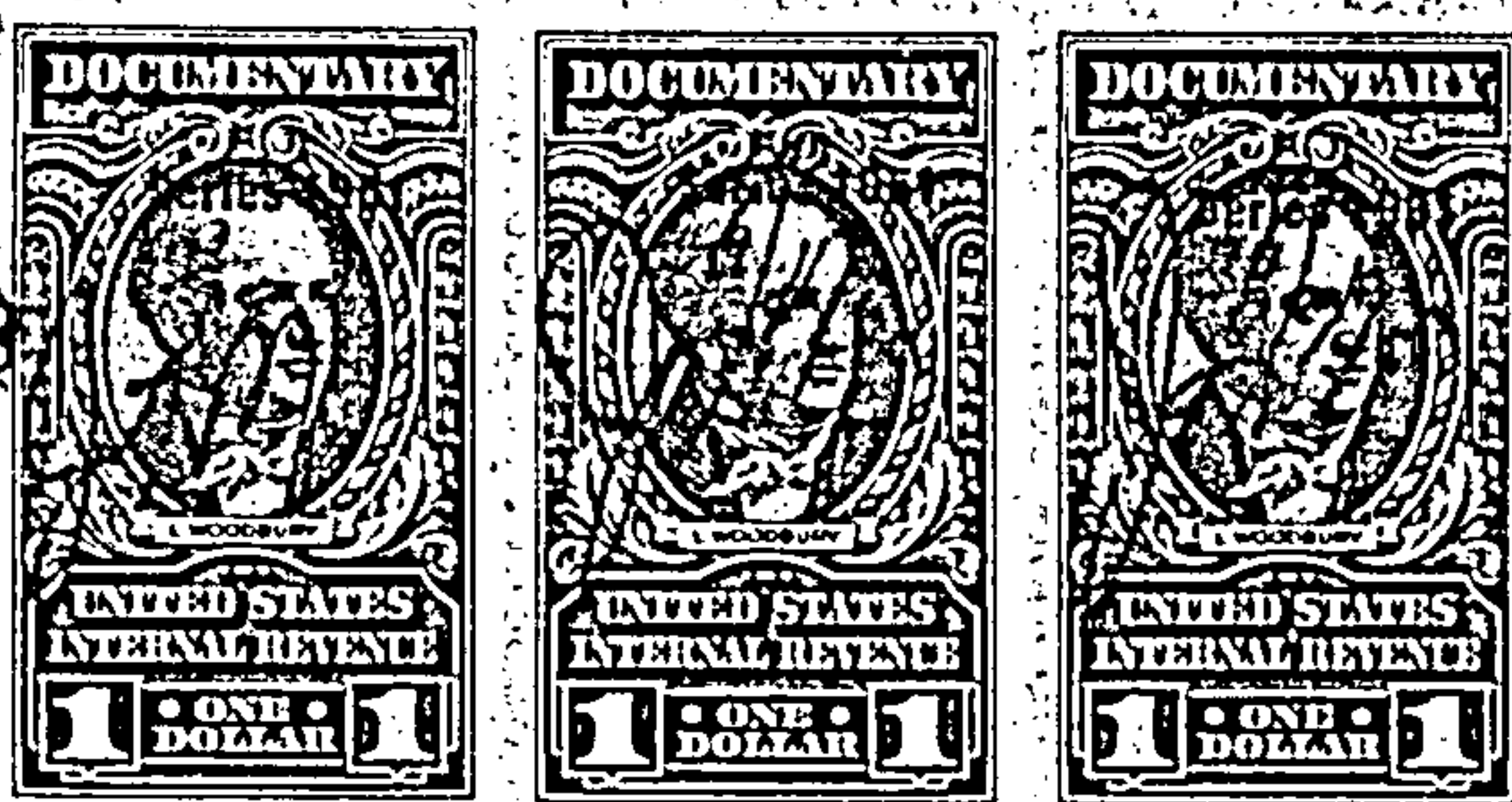
20 feet; thence north, 68 degrees and 06 minutes west, 20 feet to the point of beginning; being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD, To the said Homer H. Bearden, his heirs and assigns forever.

And we do, for ourselves and for our heirs, executors and administrators, covenant with the said Homer H. Bearden, his heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all incumbrances; that we have a good right to sell and convey the same as aforesaid; that we will, and our heirs, executors and administrators shall, warrant and defend the same to the said Homer H. Bearden, his heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

5th day of September, 1951.



James T. McDow
James T. McDow
Mildred E. McDow
Mildred E. McDow

State of Alabama

Shelby County

I, Carl W. Harrison, a Notary Public in and for said County, in said State, hereby certify that James T. McDow and wife, Mildred E. McDow, whose names 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, they executed the same voluntarily on the day the same bears date.

Given under my hand this 5th day of September, 1951.



Carl W. Harrison
Notary Public in State of Alabama

g. Allen Range

