

3746

State of Alabama

SHELBY

County

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of

BOOK 188 PAGE 246
Ten and no/100 (\$10.00)-----DOLLARS

to the undersigned grantor S. W. Smyer, Jr.,

in hand paid by Jelks H. Cabaniss

the receipt whereof is acknowledged we the said S. W. Smyer, Jr., and wife, Ingrid L. Smyer

do grant, bargain, sell and convey unto the said Jelks H. Cabaniss

the following described real estate, situated in Shelby County, Alabama, to-wit:

That part of Section 24, Township 18 South, Range 1 West, more particularly described as follows:

Begin at the most westerly corner of Lot 1 according to the Survey of Shelby Lake Corporation, First Sector, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, Map Book 3, Page 135; thence at an angle to the right of 87° 58' from the southwesterly line of said Lot 1 run in a southwesterly direction a distance of 189.99 feet to an iron pin to the point of beginning; thence turn an angle to the left of 75° and 18' and run a distance of 139.47 feet to a point on the line of high water level of Shelby Lake; thence run southwestwardly, westwardly, Northwestwardly and southwestwardly along said line of high water level of Shelby Lake to an iron pin; run thence in a Northeastwardly direction for a distance of 103.82 feet to an iron pin; thence turn an angle to the right of 29° 27' and run a distance of 389.38 feet to an iron pin; thence turn an angle to the right of 96° 16' and run a distance of 145 feet, more or less, to the point of beginning, together with reasonable rights of ingress to and egress from said property over and across lands of the undersigned adjoining said property.

All minerals and mining rights, including oil and gas are excepted, provided however that the owner of said minerals and mining rights including oil and gas, shall not have the right to disturb the surface, or so construct any mining or pollute the water in any well the Grantee herein may dig.

This conveyance is made subject to certain restrictions on said property more fully set out in that certain instrument recorded in the Probate Office of Shelby County, Alabama, in Volume 172, Page 236.

TO HAVE AND TO HOLD, To the said Jelks H. Cabaniss, his

heirs and assigns forever.

And we do, for ourselves and for our heirs, executors and administrators, covenant with the said Jelks H. Cabaniss, his

heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances; except as above stated and taxes for the now current tax year;

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 Jelks H. Cabaniss, his

heirs, and assigns forever against the lawful claims of all persons.

In Witness Whereof, we have hereunto set our hands and seals,

this 29 day of July, 1957.

WITNESSES:

S. W. Smyer, Jr., (Seal.)

(Seal.)

Ingrid L. Smyer (Seal.)

State of ALABAMA

JEFFERSON

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State,

hereby certify that S. W. Smyer, Jr., and wife, Ingrid L. Smyer

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 the conveyance they executed the same voluntarily

on the day the same bears date.

Given under my hand and official seal this 29 day of July, 1957.

Notary Public

STATE OF ALABAMA, SHELBY COUNTY

I, L. C. Walker, Judge of Probate, hereby certify that the within was filed for record the 31 day of July 1957, at 2 o'clock P. M. and recorded in Book 188 Page 246, and the Mortgage Tax of \$2.00 has been paid.

L. C. Walker, Judge of Probate