736

BS 4913

WARRANTY DEED

STATE OF ALABAMA)		•	•	•
)	KNOW ALL	MEN BY	THESE	PRESENTS:
COUNTY OF SHELBY)		•		

of Calera, Alabama, for and in consideration of the sum of \$10.00 and other good and valuable considerations, to us in hand paid by Phillips Marketing Properties, Inc., the receipt and sufficiency of which are hereby expressly acknowledged, have granted, bargained, sold and conveyed, and by these presents do hereby grant, bargain, sell and convey unto the said Phillips Marketing Properties, Inc., a Delaware corporation with an office at Bartlesville, Oklahoma, its successors and assigns, the following described real estate situated in the County of Shelby, State of Alabama, to wit:

Part of the West 1/2 of Block 19 according to the Map and Survey by Russell R. Hetz of the Town of Calera, Alabama, more particularly described as follows:

Beginning at the northeast intersection of Woodbine Avenue and 14th Street thence northeasterly along the north line of Woodbine Avenue a distance of 109.46 feet; thence at an angle of 68° 43' left a distance of 151.28 feet; thence at an exterior angle to the right of 90° 18' a distance of 48 feet; thence at an interior angle of 90° 18' left, a distance of 150 feet to a point on the south line of 11th Avenue; thence 150' westerly along the south line of 11th Avenue to the intersection of 11th Avenue and 14th Street; thence southerly along the east line of 14th Street a distance of 341 feet to the point of beginning;

together with all buildings, improvements, fixtures and operating equipment thereon and all tenements, hereditaments, and appurtenances, with every privilege, right, title, interest and estate,



reversion, remainder and easement thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD all of the above granted and bargained premises and property unto the said Phillips Marketing Properties, Inc., its successors and assigns forever.

And we, the said E. C. Farris and Sarah F. Farris, his wife, for ourselves and our heirs and assigns, do hereby covenant with the said Phillips Marketing Properties, Inc., its successors and assigns, that we are lawfully seized in fee of the afore granted premises; that they are free from all encumbrances except as hereinafter stated; that we have good right to sell and convey the same; and, that we will warrant and defend the said premises and property unto the said Phillips Marketing Properties, Inc., its successors and assigns, forever against the lawful claims and demands of all persons, excepting the following:

- 1. Lease Agreement and Short Form Lease, both dated December 22, 1958, given by E. C. Farris and Sarah F. Farris, his wife, as Lessors, to Phillips Petroleum Company, a Delaware corporation, as Lessee, said Short Form Lease being of record in the Deed Records in the Office of the Judge of the Probate Court of Shelby County, Alabama, in Vol. 199, page 539.
- given by E. C. Farris and Sarah F. Farris, his wife, to Second Transportation Stations, Inc., a Delaware corporation, recorded in the Probate Judge's Office

 of Shelby County, Alabama, in Vol. 259, page 482, which mortgage the grantee herein assumes and agrees to pay.
- 3. Assignment of Rents dated <u>December 31, 1958</u>, executed by E. C. Farris and Sarah F. Farris, his wife, to Second Transportation Stations, Inc., of record in the <u>Probate Judge's Office</u>

Shelby County, Alabama, in Vol. 259 page 54 491, covering rentals payable under the Lease referred to in (1) last above.

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•	IN WITNESS WHEREOF, we E. C. Farris and Sarah F.
· . ·	Farris, his wife, have hereunto set our hands and seals and
	the said Sarah F. Farris does hereby waive and relinquish any
	and all rights of dower in and to the premises and property
•	conveyed hereby, on this 2nd day of August, 1966.
•	WITNESSES:
,	(L.S.)
	E. C. Farris
	J. J. Sulles
	$A = \frac{1}{4}$
•	Sarah F. Farris
· • •	J. L. Sulles
	STATE OF ALABAMA)
· •	JEFFERSON COUNTY)
•	
	I, Lee Bains , notary public hereby certify that E. C. Farris, 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 the same bears date.
•	Given under my hand and seal of office this 2nd August, A.D., 1966.
•	My commission expires: Notary Public
•	November 28, 1969
	STATE OF ALABAMA)
•	
•	JEFFERSON COUNTY)
•	hereby certify that on the $\frac{2nd}{day}$ day of $\frac{August}{day}$,
	1966, came before me the within named Sarah F. Farris known to me to be the wife of the within named E. C. Farris, who, being
	examined separate and apart from the husband touching her signa-
	ture to the within named warranty deed, acknowledged that she signed the same of her own free will and accord, and without
	fear, constraints, or threats on the part of the husband.
867	Given under my hand and seal of office this 2nd August, A.D., 1966.
	STATE OF GLASSIER
	My commission explication on My Notary Public
243	November 28, 1969 1966
£00%	RECORDED & \$MTG. TAX
-	PD. ON THIS INSTRUMENT
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