

7889

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of TEN THOUSAND DOLLARS and other good and valuable considerations to the undersigned grantor, ALABASTER SHOPPING CENTER, INC., a corporation, in hand paid by MARVIN PHARO, RAYMOND PHARO, EDMOND PHARO and CHARLES A. J. BEAVERS, the receipt of which is hereby acknowledged, the said ALABASTER SHOPPING CENTER, INC., a corporation does by these presents, grant, bargain, sell and convey unto the said MARVIN PHARO, RAYMOND PHARO, EDMOND PHARO AND CHARLES A. J. BEAVERS (unto each an undivided one-fourth (1/4) interest) the following described real estate, situated in SHELBY COUNTY, ALABAMA, to-wit:

PARCEL I:

Block 1 of Cardwell's Subdivision, situated in the NE 1/4 of Section 2, Township 21 South, Range 3 West in the City of Alabaster, Shelby County, Alabama; more particularly described as follows:

From the NE corner of Section 2, Township 21 south, Range 3 west, run westerly along the north boundary of said section a distance of 965.69 feet to the intersection of the section line with the westerly right of way line of the northbound L & N Railway main; thence angle 83° - 06' to the left for a distance of 201.45 feet; thence angle left 0° - 56' for a distance of 583.08 feet; thence angle left 6° - 55' for a distance of 30.0 feet to the point of beginning of Block 1.

From said point thence angle right 91° - 27' from the last described course for a distance of 150.0 feet; thence angle right 90° - 00' for a distance of 150.0 feet; thence angle left 90° - 46' for a distance of 494.0 feet; thence angle left 90° - 00' for a distance of 471.3 feet; thence angle left 91° - 01' for a distance of 646.3 feet; thence angle left 89° - 40' for a distance of 307.8 feet to the point of beginning.

PARCEL II:

From the NE corner of Section 2, Township 21 south, Range 3 west, run westerly along the north boundary of said section a distance of 965.69 feet to the intersection of the section line with the westerly right of way line of the northbound L & N Railway main; thence angle 83° - 06' to the left for a distance of 201.45 feet; thence angle left 0° - 56' for a distance of 583.08 feet; thence angle left 6° - 55' for a distance of 30.0 feet, thence angle right 91° - 27' from the last described course for a distance of 150.0 feet; thence angle right 90° - 00' for a distance of 150.0 feet; thence angle left 90° - 46' for a distance of 494.0 feet to the point of beginning; thence continue along the last described course a distance of 263.0 feet to the point of intersection of said line with the Easterly right of way line of the L & N Railroad Southbound main; thence left with an interior angle of 111° 00' and run Southwesterly along said railroad right of way a distance of 550.0 feet; thence left with an interior angle of 66° 20' and run Easterly a distance of 384.0 feet; thence left with an interior angle of 44° 20' and run Northwest-erly a distance of 40 feet; thence right with an interior angle of 42° 41' and run Easterly a distance of 109.7 feet; thence 88° 59' left and run 471.3 feet to the point of beginning.

PARCEL III:

Commencing at the NE corner of Section 2, Township 21 South, Range 3 West and run Westerly along the North boundary of said section 2; 965.69 feet to the point of intersection with the west right of way of the North bound L & N Railway main; thence turn an angle of 83° 06' to the left and run 201.45 feet to the SE corner of the W. F. Stroud subdivision; thence turn an angle 0° 56' to the left and run 583.08 feet to the point of beginning of the tract of land herein described; thence turn an angle of 84° 32' to the right and run for a distance of 150 feet; thence turn an angle of 90° to the left and run for a distance of 30 feet; thence turn an angle of 90° to the left and run Easterly a distance of 150 feet to the Westerly line of 1st Street, S. W.; thence turn left and run Northerly 30 feet to the point of beginning.

Subject to easements to Alabama Power Company as recorded in Volume 57 page 376, Volume 109 page 203 and Volume 233 page 76 in the Probate Office of Shelby County, Alabama;

Also subject to easement to Shelby County as recorded in Volume 237 at page 165 in said Probate Office;

Also subject to leases filed of record on subject property;

As a part of the consideration for the execution of this conveyance, the Grantees herein do hereby assume and agree to pay, according to the terms thereof, that certain mortgage from Grantor herein to COBBS, ALLEN & HALL MORTGAGE COMPANY, INC., which mortgage is recorded in Volume 295 at page 358 in said Probate Office, and which mortgage was assigned to INTERSTATE LIFE AND ACCIDENT INSURANCE COMPANY by instrument recorded in Volume 243 at page 129 in said Probate Office, and which mortgage has been amended as to its terms of payment by instrument recorded in Volume ~~244~~ at page ~~205~~ in said Probate Office; however, it is expressly understood that said mortgage does not include therein any portion of subject property except PARCEL I herein above described, and it is not the intention of the Grantor to create a lien by this assumption agreement upon PARCELS II AND III herein above described;

TO HAVE AND TO HOLD to the said Grantees, their heirs and assigns forever; and said Grantor does for itself, its successors and assigns, covenant with said Grantees their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, except those set forth herein above and taxes due Oct. 1st next; that it has a good right to sell and convey the same as aforesaid; that it will, and its successors and assigns shall, warrant and defend the same to the said Grantees their heirs and assigns forever, against the lawful claims of all persons; that it will, at any time hereafter, at the expense and request of the said Grantees, their heirs and assigns, make all further assurances, without covenants, for the more effectual conveying of the said premises, with the appurtenances, as may reasonably be required.

IN WITNESS WHEREOF, the said ALABASTER SHOPPING CENTER, INC., by its President, Henry G. Cardwell, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 15th day of August, 1966.

ATTEST:

Lee M. Cardwell
Secretary

ALABASTER SHOPPING CENTER, INC.
by Henry G. Cardwell
President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Frank Baumbach, a Notary Public in and for said County, in said State, hereby certify that Henry G. Cardwell, whose name as President of ALABASTER SHOPPING CENTER, INC., a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 15th day of August, 1966.

Frank Baumbach
Notary Public

STATE OF ALA., SHELBY CO.,
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8-16 1966

RECORDED & \$197.00 MTG. TAX
DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad H. Fowler
JUDGE OF PROBATE