

RIGHT OF WAY DEED

6 Form No. 28

STATE OF ALABAMA, }
SHELBY County }

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of FIFTY AND No/100 -- (\$50.00) --- Dollars (\$ 50.00) cash in hand paid by Shelby County, the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the said Shelby County, its successors and assigns, a right-of-way for public purposes, said right of way being thirty feet in width of XXXXXXXXXXXXXXXXXX ~~XXXXXXXXXXXXXXXXXX~~ and described as follows, to-wit:

A thirty (30) foot wide strin of land running along the Westerly edge of the following described parcel of land situated in Shelby County and described as follows:

The West one-half of the Northeast quarter of the Northwest quarter of Section thirty-four, Township seventeen South, Range one East, Shelby County, Alabama.

Excepted from this conveyance is that part of subject property lying South of the public road now running across subject property in a general West to East direction.

lying and being in Shelby County, Alabama.

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip.

In consideration of the benefit of the property of the undersigned by reason of the construction of said road, the undersigned hereby release Said County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said road; and the undersigned do hereby admit and acknowledge that said road if and when constructed will be a benefit to the property of the undersigned.

The undersigned covenant with said County that the undersigned are seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this

13th

day of

SEPTEMBER

1965

WITNESSES:

James A. Lewis
Virginia A. Lewis

James A. Lewis (SEAL)
Virginia A. Lewis (SEAL)

D. R.

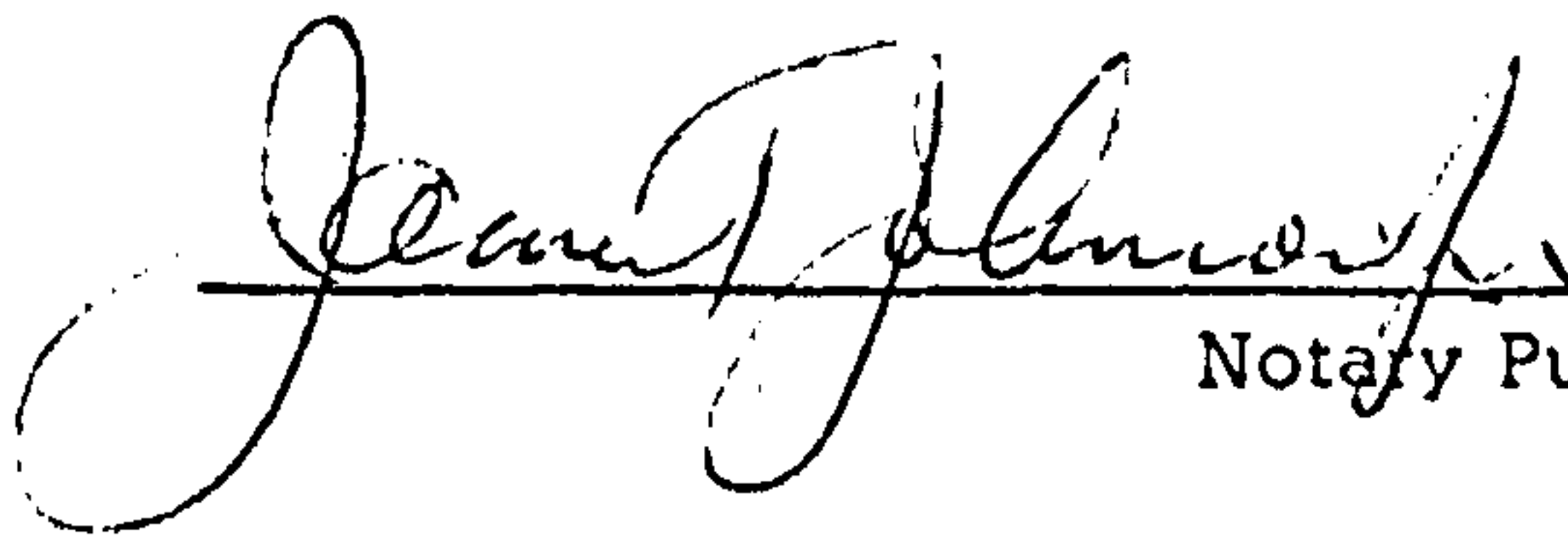
STATE OF ALABAMA

General Acknowledgement

JEFFERSON COUNTY

I, James T. Johnson, Jr., a Notary Public in and for said County, in said State hereby certify that James A. Lewis and wife, Virginia A. Lewis 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 13th day of September A.D., 1965


Notary Public

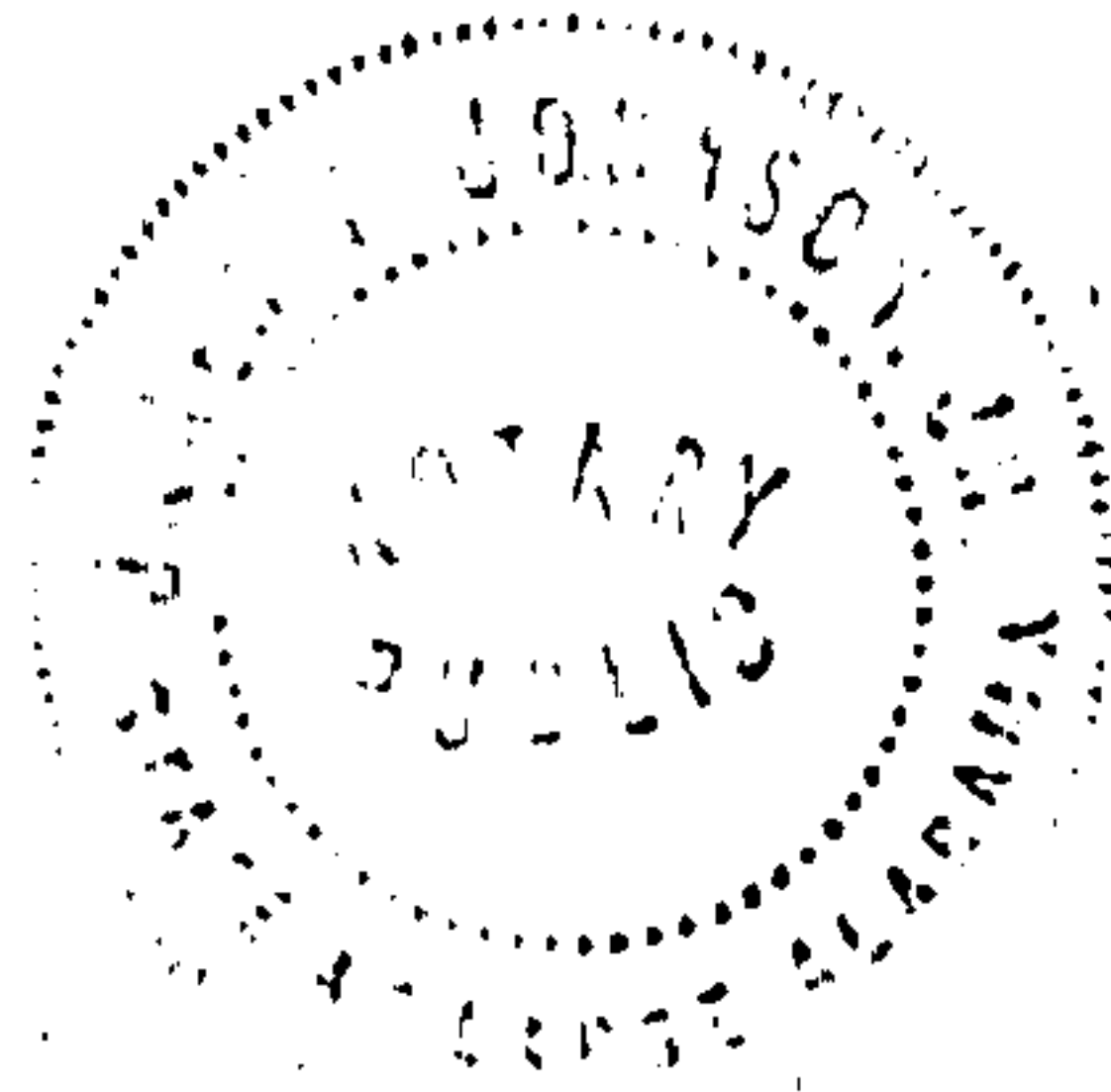
STATE OF ALA., SHELBY CO.,
I CERTIFY THIS INSTRUMENT
WAS FILED ON *8 AM*

10-11 19*66*

RECORDED & \$ *✓* MTG. TAX

\$ *50* DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE



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Mrs. Bessie P. Harrison
2010 City Ind Bldg
B'ham, Ala

196

11-11-66