

This instrument was prepared by

(Name) HEAD AND HEAD, ATTORNEYS AT LAW

5799dn

5135

(Address) COLUMBIANA, ALABAMA

Form 1-1-27 Rev. 1-66

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Ten Thousand Five Hundred and No/100 (\$10,500.00) Dollars, which includes the assumption by the grantee of a mortgage indebtedness, as specified below,

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

Bert H. Oglesby and wife, Ester G. Oglesby

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

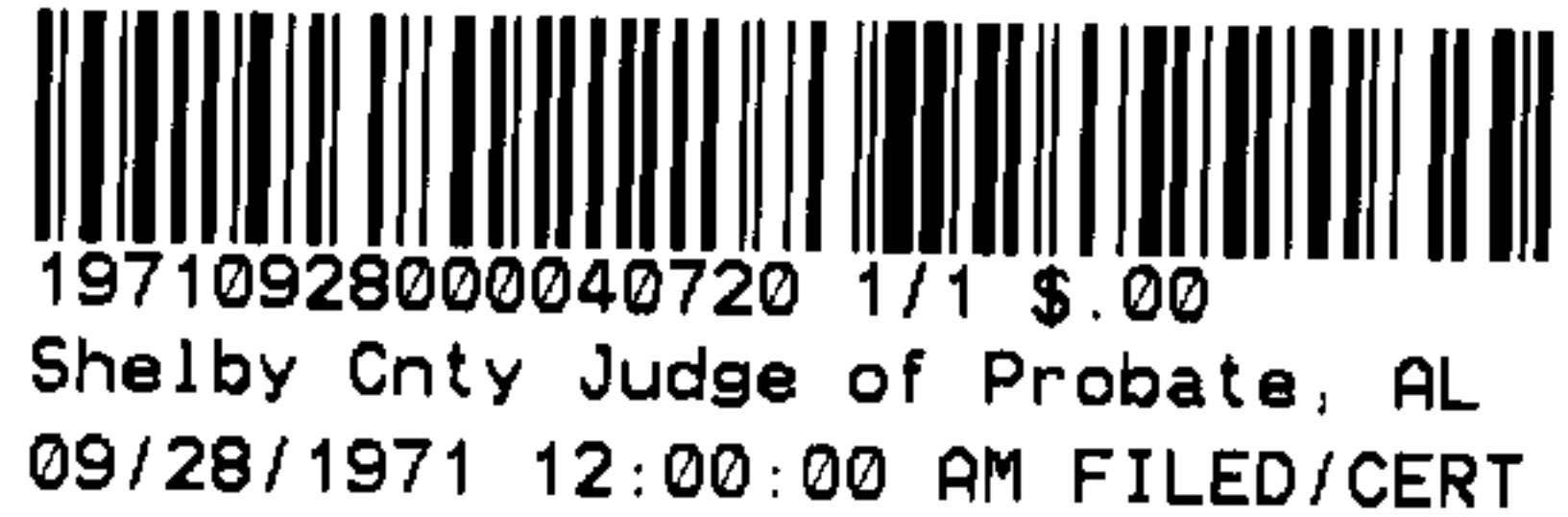
Stubbs Foundry Company, Inc., a corporation

(herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Tract of land in NW 1/4 of NW 1/4 of Section 4, Township 20, Range 1 East, described as: starting at the SW corner of the NW 1/4 of NW 1/4 of said Section 4 and run east 390 feet to Columbiana Public Road; thence North along said road 530 feet to a ditch; thence West along said ditch 390 feet to the west line of said forty acres; thence south 530 feet to the point of beginning, containing 4 acres, more or less, situated in Shelby County, Alabama.

Subject to transmission line permit to Alabama Power Company recorded in Deed Book 103 at page 182, Office of Judge of Probate of Shelby County, Alabama, and subject also to right of way conveyed to Shelby County as shown by right of way deed recorded in Deed Book 147 at page 571 in said Probate Office.

Subject also to mortgage from Robert W. Gafnea and Shirley W. Gafnea to H. R. Evans and Ivy S. Evans dated June 24, 1970, filed for record in the Office of the Judge of Probate of Shelby County, Alabama, on June 26, 1970, at 1:54 o'clock P. M. and recorded in Mortgage Book 314 at page 196. The grantee assumes the indebtedness evidenced by said mortgage and agrees to pay said indebtedness according to the terms and provisions thereof, and the grantors warrant that the current principal balance due on said mortgage is the sum of \$4,701.00.



TO HAVE AND TO HOLD to the said grantee/its successors and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, ~~and assigns~~, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES/its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set OUR hands(s) and seal(s), this 28th

day of September, 1971

BOOK 270 PAGE 200 STATE OF ALA. SHELBY CO. INSTRUMENT WAS FILED 1971 SEP 28 PH 1:22 U.C.C. FILE NUMBER OR REC. BK. & PAGE AS SHOWN ABOVE

Bert H. Oglesby (Seal) Ester G. Oglesby (Seal)

STATE OF ALABAMA SHELBY COUNTY

General Acknowledgment

I, the undersigned Bert H. Oglesby and wife, Ester G. Oglesby, a Notary Public in and for said County, in said State, hereby certify that whose name S 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 28th day of September, A. D., 1971

[Signature of Notary Public]

Notary Public.