

This instrument was prepared by

(Name) Wallace, Ellis & Fowler, Attorneys

(Address) Columbiana, Alabama 35051

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 ONE HUNDRED & NO/100 (\$100.00) DOLLARS & other good and valuable consideration hereinafter stated

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

Herman L. Smith and wife, Rena F. Smith

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

Donald N. Cole

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

A certain parcel of land situated in SE corner of SW¹/₄ of the NE¹/₄, Section 4, Township 20, Range 1 West, more particularly described as follows: Begin at the southeast corner and run thence west to the R/O/W of public road, known as County Road No. 39, a distance of 155 feet, more or less; thence northeast along road R/O/W to the east boundary line of said forty; thence south along said forty line to point of beginning, being about 96 feet; being all land south and east of the public road No. 39 in said forty acres.

Also a certain parcel of land in the northeast corner of the NW¹/₄ of the SE¹/₄, Section 4, Township 20 South, Range 1 West, more fully described as follows: Begin at the northeast corner of said forty and run thence west to R/O/W of Public Road known as County Road No. 39, formerly known as Calera-Chelsea Road for a distance of 155 feet more or less; thence southwest along R/O/W of public road to old Birmingham-Columbiana Road approximately 100 feet; thence southeast along said Birmingham-Columbiana Road to where the east boundary line crosses said road 290 feet, more or less; thence north to point of beginning, being 209 feet, more or less.

Also that part of the W¹/₂ of the SE¹/₄ of the NE¹/₄ of Section 4, Township 20, Range 1 West, beginning at the southwest corner of said forty; thence east 80 feet; thence north running parallel with west boundary line of said forty to public road R/O/W known as County Road No. 39 for a distance of 168 feet, more or less; thence southwest along road R/O/W to where the west boundary line crosses said road; thence south 96 feet, more or less, to the point of beginning.

Also a certain parcel of land in the NE¹/₄ of the SE¹/₄, Section 4, Township 20, Range 1 West, beginning at the northwest corner of said forty and run thence east 80 feet; thence south 193 feet running parallel with west boundary line of said forty; thence west to where this line intersects the west boundary line of said forty; thence north 209 feet, more or less, to the point of beginning.

As a part of the consideration hereof grantee assumes and agrees to pay as the same shall become due the unpaid balance of the indebtedness evidenced by mortgage from Donald N. Cole & Herman L. Smith to Willis D. Moore, Jr. & Dana H. Moore dated March, 1972 and recorded in Probate Office of Shelby County, Alabama in Mortgage Book 321, page 572.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs 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, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands(s) and seal(s), this 11th day of February, 19 74.

(Seal)

(Seal)

(Seal)

STATE OF ALABAMA

SHELBY

COUNTY

General Acknowledgment

I, the undersigned Herman L. Smith and wife, Rena F. Smith, 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 11 day of February, A. D., 19 74.

Larice Brasher public.