STATE OF ALABAMA
HIGHWAY DEPARTMENT, BUREAU OF RIGHT
OF WAY, MONTGOMERY, ALABAMA. 36104

STATE OF ALABAMA

COUNTY OF SHELBY

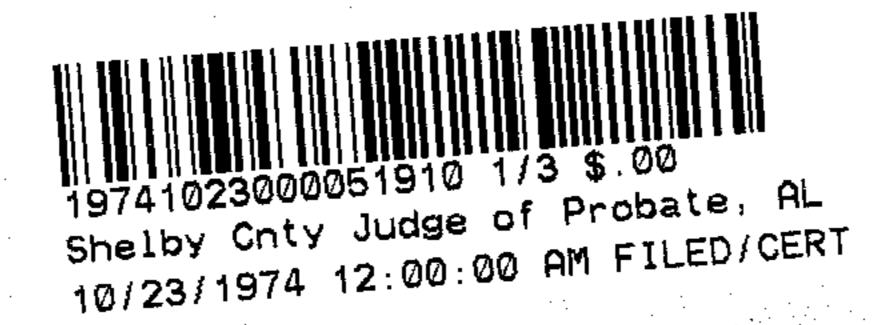
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TRACT NO. 23

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum of 16/10 dollars, cash in hand paid to the undersigned by the State of Alabama, the receipt of which is hereby acknowledged, we (I), the undersigned, grantor(s), MIKE J. LONINGTHIE MARY HARY FUNDO, have (has) this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the State of Alabama the following described property, lying and being in Shelby County, Alabama, and more particularly described as follows: and as shown on the right-of-way map of Project No. I-65-2(37) as recorded in the Office of the Judge of Probate of Shelby County, Alabama:

Commencing at the southwest corner of the SE% of NW%, Section 7, T-20-S, R-2-W; thence easterly along the south line of said SE% of NW%, a distance of 995 feet, more or less, to a point that is 150 feet northwesterly of and at right angles to the centerline of the left lane of Project No. I-65-2(37) and the point of beginning of the property herein to be conveyed; thence northeasterly along a curve to the left (concave northwesterly) having a radius of 3669.72 feet, parallel to the centerline of said left lane, a distance of 335 feet, more or less, to the present southwest right-of-way line of Shelby County Road No. 33; thence southeasterly along said present southwest right-of-way line (crossing the centerline of said left lane at approximate Station 166+73) a distance of 212 feet, more or less, to the east line of said SE% of NW%, the east property line; thence southerly along said east property line (crossing the centerline of the right lane of said project at approximate Station 164+10) a distance of 308 feet, more or less, to the south property line; thence westerly along said south property line (crossing the centerline of said right lane at approximate Station 162+ 71 and the centerline of said left lane at approximate Station 163+28) a distance of 332 feet, more or less, to a point that is 150 feet northwesterly of and at right angles to the centerline of said left lane; thence northeasterly along a curve to the left (concave northwesterly) having a radius of 3669.22 feet, parallel to the centerline of said left lane, a distance of 28 feet, more or less, to the point of beginning.



Said strip of land lying in the SE% of NW% and the NE% of SW%. Section 7. T-20-S, R-2-W and containing 2.40 acres, more or less.

As a part of the consideration hereinabove stated there is also bargained, sold, conveyed and relinquished to the grantee all existing, future, or potential common law or statutory rights of access between the right of way of the public way identified as Project No. I-65-2(37), County of Shelby, and all of the grantor's remaining property consisting of all parcels contiguous one to another, whether acquired by separate conveyances or otherwise, all of which parcels either adjoin the property conveyed by this instrument or are connected thereto by other parcels owned by the grantor.

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Shelby Cnty Judge of Probate, AL 10/23/1974 12:00:00 AM FILED/CERT

To Have and To Hold, unto the State of Alabama, its successors and assigns in fee simple forever.

And for the consideration, aforesaid, we (I) do for ourselves (myself), for our (my) heirs, executors, administrators, successors, and assigns covenant to and with the State of Alabama that we (I) are (am) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that we (I) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that we (I) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

The grantor(s) herein further covenant(s) and agree that the purchase price above-stated is in full compensation to them (him-her) for this conveyance, and hereby release the State of Alabama and all of its employees and officers from any and all damages to their (his-her) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance, or repair of any public road or highway that may be so located on the property herein conveyed.

In witness whereof, we (I) have hereunto set our (my) hand(s) and seal(s) this the 22 day of Office, 19 7.

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