Form ROW-4

1

583

Sharlack January DEPARTMENT, BUREAU OF RIGHT OF WAY, MONTGOMERY, ALABAMA. 36104

137

STATE OF ALABAMA

COUNTY OF SHELBY

TRACT NO. 15

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum of #7 530 dollars, cash in hand paid to the undersigned by the State of Alabama, the receipt of which is hereby acknowledged, we (I), the undersigned, grant-or(s), labert I Down two reconverted Down, 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 Southeast corner of the NW 1/4 of NW 1/4, Section 18, T-20-S, R-2-W; thence westerly along the South line of said NW 1/4 of NW 1/4, a distance of 845 feet, more or less, to a point that is 125 feet Southeasterly of and at right angles to the centerline of the Right lane of Project No. I-65-2(37) and the point of beginning of the property herein to be conveyed; thence continuing westerly along the South line of said NW 1/4 of NW 1/4, the South property line (crossing the centerline of said Right lane at Station 117+15 and the left lane of said project at approximate Station 117+11) a distance of 488 feet, more or less, to the west line of said NW 1/4 of NW 1/4, the west property line; thence northerly along said west property line, a distance of 42 feet, more or less, to a point that is 125 feet northwesterly of and at right angles to the centerline of the left lane of said project; thence northeasterly along a curve to the right (concave southeasterly) having a radius of 11,584.16 feet, parallel to the centerline of said left lane a distance of 713 feet, more or less, to the north property line; thence easterly along said north property line (crossing the centerline of said left line at Station 124+77.2 and the centerline of the Right lane of said project at Station 124+68) a distance of 487 feet, more or less, to a point that is 125 feet southeasterly of and at right angles to the centerline of said Right lane; thence southwesterly along a curve to the left (concave southeasterly) having a radius of 11,334.16 feet, parallel to the centerline of said Right lane, a distance of 699 feet, more or less, to a point that is 125 feet southeasterly of and at right angles to the centerline of said Right lane at Station 118+20.9; thence S 22° 17' 30" W, parallel to the centerline of said Right lane, a distance of 56 feet, more or less, to the point of beginning.

Said strip of land lying in the NW 1/4 of NW 1/4, Section 18, T-20-S, R-2-W and containing 7.89 acres, more or less.

The following the contract of the contract of



Shelby Cnty Judge of Probate, AL 11/27/1974 12:00:00 AM FILED/CERT

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.

19741127000057630 2/3 \$.00 19741127000057630 2/3 \$.00 Shelby Cnty Judge of Probate, AL 5helby Cnty Judge of Probate, AL 11/27/1974 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 23 nd day of November, 1920

Smitte A Down

Nahert A. Dow

ACKNOWLEDGMENT

gerichten fin deutwag ein ei bereiturelfen der begevenen bive herringund alle