Form ROW-4

 $\omega^{q}$ 

THIS INSTRUMENT PREPARED BY

C. J. Sherleck TIT.

STATE OF ALABAMA HIGHWAY

DEPARTMENT, BUREAU OF RIGHT

OF WAY, MONTGOMERY, ALABAMA 361

STATE OF ALABAMA

COUNTY OF SHELBY

TRACT NO. 19, REV.

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the

sum of \$68,300.00 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-The undersigned, Grantors and their spouses and Lizzie Bell Martin or(s), constitute all the heirs at law of P. R. Mar-tin have (has)

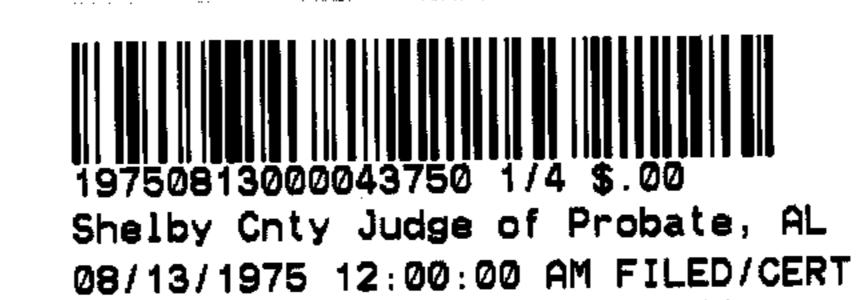
this day bargained and sold, and by these presents do hereby grant, bargain, sell and

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 NE% of SW%, Section 7, T-20-S, R-2-W; thence easterly along the south line of said NE% of SW%, a distance of 212 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 Project No. I-65-2(37) and the point of beginning of the property herein to be conveyed; thence N 33° 18' 00" E, parallel to the centerline of said left lane, a distance of 749 feet, more or less, to a point that is 125 feet northwesterly of and at right angles to the centerline of said left lane at Station 155+00; thence northeasterly along a straight line (which if extended would intersect a point that is 225 feet northwesterly of and at right angles to the centerline of said left lane at Station 157+56.4) a distance of 112 feet, more or less, to the northeast property line; thence southeasterly along said northeast property line (crossing the centerline of the left lane of said project at approximate Station 156+63 and the centerline of the right lane of said project at approximate Station 155+74) a distance of 688 feet, more or less, to the west line of the NE% of SE%, said Section 7, the west property line; thence northerly along said west property line, a distance of 280 feet, more or less, to the north property line; thence easterly along said north property line, a distance of 182 feet, more or less, to a point on a line which extends from a point that is 150 feet southeasterly of and at right angles to the centerline of said right lane at Station 162+00 to a point that is 435 feet southeasterly of and at right angles to the centerline of said right lane at Station 160+00; thence southwesterly along said line, a distance of 30 feet, more or less, to said point that is 435 feet southeasterly of and at right angles to the centerline of said right lane at Station 160+00; thence southwesterly along a straight line, a distance of 711 feet, more or less, to a point that is 400 feet southeasterly of and at right angles to the centerline of said right lane at Station 153+00; thence



BOOK 293 PAGE 897

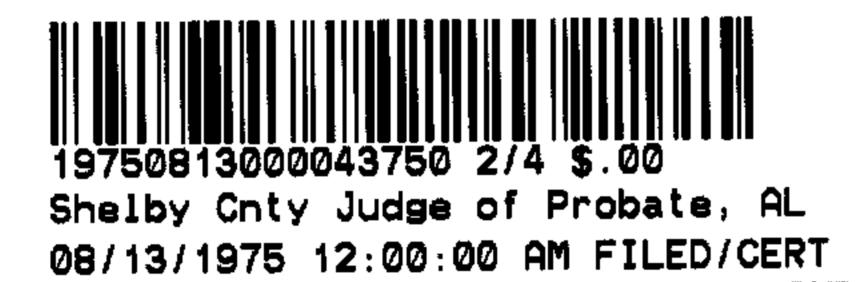
800K 293 PAGE 898

southwesterly along a straight line, a distance of 320 feet, more or less, to a point that is 150 feet southeasterly of and at right angles to the centerline of said right lane at Station 151+00; thence S 31° 45' 45" W, parallel to the centerline of said right lane, a distance of 238 feet, more or less, to the south line of said NE¼ of SW¼, the south property line; thence westerly along said south property line (crossing the centerline of said right lane at approximate Station 147+75 and the centerline of the left lane of said project at approximate 148+28) a distance of 450 feet, more or less, to the point of beginning.

Said strip of land lying in the NE $\frac{1}{4}$  of SW $\frac{1}{4}$  and the NW $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 7, T-20-S, R-2-W and containing 10.75 acres, more or less.

The above area includes a present 100 foot wide easement granted to the Alabama Power Company, the centerline of which crosses the centerline of the left lane of Project No. I-65-2 (37) at Station 155+48.5.

As a part of the consideration hereinabove stated there is also bargained, sold, conveyed and relinquishes 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, all of which parcels either adjoin the property conveyed by this instrument or are connected thereto by other parcels owned by the grantor.



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 theda	ay of <u>July</u> , 19_75.
Im. Image	Residence: 8718 Palisades Drive
James J. Martin	Tampa, FL 33615
Marjorie E. Martin	April Kynation
avind Relamanti	Charlotte A Mantany
m. South	Alafan Maria
Ith Marin	Cal Mazi
Texto	

0	
	) )
BOOK	

	I, Annabelle Acosta , a Notary Public, in and for said  County in said State, hereby certify that James _ I. Martin and whose
	mame(s) Marjorie E. Martin  to the foregoing conveyance, and who <u>have</u> known to me, acknowledged before  me on this day that being informed of the contents of this conveyance,  executed the same voluntarily on the day the same bears date.
19	Given under my hand and official seal this lith day of July 19_75.  NOTARY PUBLIC 750813000043750 3/4 5 202
She 087	ACKNOWLEDGMENT FOR CORPORATION
	STATE OF ALABAMA  County  in and for
, B00K	said County, in said State, hereby certify that
	Official Title
	STATE OF ALABAMA  WARRANTY DEED  Probate in and for said State and County, hereby at the within conveyance was filed in my office 'clock M', on the day of 19, ecorded in Deed Record page 19, ecorded in Deed Record 19.

## ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF SHELBY

I, Ralph E. Coleman, a Notary Public, in and for said County, in said State, hereby certify that Lizzie Bell Martin, Hubert Martin, Carl Martin, Margie Martin Smith, Luther Martin and wife June Martin, Roy Lee Martin and wife Charlotte Martin, 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 this conveyance, they have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this <u>llth</u> day of August, 1975.

NOTADY DIETTO

MY COMMISSION EXPIRES

13000043750 4/4 \$ 00

Shelby Cnty Judge of Probate, AL 08/13/1975 12:00:00 AM FILED/CERT NSTRUMENT WAS FILED

EXCAPAGE

EXCAPAGE

33

00X 797 CS7 X00