This instrument was prepared by 4538 (Name) Walter Cornelius, Attorney at Law (Address) 406 North 21st. Street, Birmingham, Alabama 35203 Form 1-1-27 Rev. 1-66 WARRANTY DEED-Lawyers Title Insurance Corporation, Birmingham, Alabama STATE OF ALABAMA KNOW ALL MEN BY THESE PRESENTS: Shelby That in consideration of Twenty-five Thousand Dollars (\$25,000.00), and other good and valuable consideration, to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we. Dorothy Marie Walker Heaton and husband, P.A. Heaton, (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto Frank Abernathy (herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit: Commence at the Southeast corner of the NE 1/4 of the NE 1/4 of Section 9, Township 21 South, Range 3 West; thence run south along the east boundary of said section 364.25 feet; thence turn right 90°10'30" and run westerly 2,496.22 feet to the point of beginning; thence continue along last described course 1,900.79 feet; thence turn right 73°02'00" and run northwesterly 214.44 feet; thence turn right 22°04'00" and run northeasterly 250.31 feet; thence turn right 17°29'00" and run northeasterly 262.12 feet: thence turn right 8°30'00" and run northeasterly 229.69 feet; thence turn right 7°58'30" and run northeasterly 91.11 feet; thence turn right 50°59'00" and run easterly 1,603.00 feet; thence turn right 86°18'11" and run southerly 966.64 feet to the point of beginning. Less and Except road right of way for Shelby County Road #17, and Less and Except the South sixty (60) feet of the above described realty to be dedicated for a public road. Subject to current year advalorem taxes which the said grantee herein hereby assumes and promises and agrees to pay. As part and parcel of the consideration for this conveyance the said Frank Abernathy, grantee herein, is executing simultaneously herewith to the said Dorothy Marie Walker Heaton, grantor herein, a purchase-money mortgage in the sum of \$55,000.00 to secure the balance due on the purchase price of the above described realty, except for two acres thereof which are being omitted from said mortgage, and are hereby conveyed free and clear of leins and encumbrances, said two acres being shown as an exception on said mortgage. The said P. A. Heaton, one of the grantors herein, has no right, title, or interest in and to the above realty, and joins herein only to comply with the statutes of the State of Alabama in regard to conveyances by married women. 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 OUY hands(s) and seal(s), this 2/1/1/2 Dorothy Marie Walker and Dorothy Marie Walker Heaton is one and the same person. DOROTHY MARIE WALKER HEATON P.A. HEATON General Acknowledgment JEFFERSGI COUNTY Shelby Cnty Judge of Probate, AL the undersigned, ...., a Notary Public in and for said County, in said State, hereby certify that Dorothy Marie Walker Heaton and husband, P. A. Heaton, 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 day of. My Commission Expire