

5-863

STATE OF ALABAMA)

JEFFERSON COUNTY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of TEN AND NO/100 DOLLARS and other good and valuable considerations to the undersigned grantors, MARVIN PHARO and wife, ELIZABETH A. PHARO, RAYMOND PHARO and wife, JANICE PHARO and EDMOND PHARO and wife, GENEVIEVE PHARO in hand paid by EASTERN DIXIE INVESTMENTS, a partnership, the receipt of which is hereby acknowledged, the said MARVIN PHARO and wife, ELIZABETH A. PHARO, RAYMOND PHARO and wife, JANICE PHARO and EDMOND PHARO and wife, GENEVIEVE PHARO do by these presents, grant, bargain, sell and convey unto the said EASTERN DIXIE INVESTMENTS, a partnership an undivided three-fourths (3/4) interest in and to the following described real estate, situated in SHELBY COUNTY, ALABAMA, to-wit:

PARCEL I:

Block 1 of Cardwell's Subdivision, situated in the NE 1/4 of Section 2, Township 21 South, Range 3 West in the City of Alabaster, Shelby County, Alabama; more particularly described as follows:

From the NE corner of Section 2, Township 21 south, Range 3 west, run westerly along the north boundary of said section a distance of 965.69 feet to the intersection of the section line with the westerly right of way line of the northbound L&N Railway main; thence angle 83° 06' to the left for a distance of 201.45 feet; thence angle left 0° 56' for a distance of 583.08 feet; thence angle left 6° 55' for a distance of 30.0 feet to the point of beginning of Block 1.

From said point thence angle right 91° 27' from the last described course for a distance of 150.0 feet; thence angle right 90° 00' for a distance of 150.0 feet; thence angle left 90° 46' for a distance of 494.0 feet; thence angle left 90° 00' for a distance of 471.3 feet; thence angle left 91° 01' for a distance of 646.3 feet; thence angle left 89° 40' for a distance of 307.8 feet to the point of beginning.



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PARCEL II:

From the NE corner of Section 2, Township 21 south, Range 3 west, run westerly along the north boundary of said section a distance of 965.69 feet to the intersection of the section line with the westerly right of way line of the northbound L&N Railway main; thence angle $83^{\circ} 00' 6''$ to the left for a distance of 201.45 feet; thence angle left $0^{\circ} -56'$ for a distance of 583.08 feet; thence angle left $6^{\circ} -55'$ for a distance of 30.0 feet, thence angle right $91^{\circ} -27'$ from the last described course for a distance of 150.0 feet; thence angle right $90^{\circ} -00'$ for a distance of 150.0 feet; thence angle left $90^{\circ} -46'$ for a distance of 494.0 feet to the point of beginning; thence continue along the last described course a distance of 263.0 feet to the point of intersection of said line with the Easterly right of way line of the L&N Railroad Southbound main; thence left with an interior angle of $111^{\circ} -00'$ and run Southwesterly along said railroad right of way a distance of 550.0 feet; thence left with an interior angle of $66^{\circ} -20'$ and run Easterly a distance of 384.0 feet; thence left with an interior angle of $44^{\circ} -20'$ and run Northwesterly a distance of 40 feet; thence right with an interior angle of $42^{\circ} -41'$ and run Easterly a distance of 109.7 feet; thence $88^{\circ} -59'$ left and run 471.3 feet to the point of beginning.

PARCEL III:

Commencing at the NE corner of Section 2, Township 21 South, Range 3 West and run Westerly along the North boundary of said section 2; 965.69 feet to the point of intersection with the west right of way of the North bound L&N Railway main; thence turn an angle of $83^{\circ} 06'$ to the left and run 201.45 feet to the SE corner of the W. F. Stroud subdivision; thence turn an angle $0^{\circ} 56'$ to the left and run 583.08 feet to the point of beginning of the tract of land herein described; thence turn an angle of $84^{\circ} 32'$ to the right and run for a distance of 150 feet; thence turn an angle of 90° to the left and run for a distance of 30 feet; thence turn an angle of 90° to the left and run Easterly a distance of 150 feet to the Westerly line of 1st Street, S.W.; thence turn left and run Northerly 30 feet to the point of beginning.

Subject to easements to Alabama Power Company as recorded in Volume 57, page 376, Volume 109 page 203 and Volume 233 page 76 in the Probate Office of Shelby County, Alabama;

Also subject to easement to Shelby County as recorded in Volume 237 at page 165 in said Probate Office;

Also subject to leases filed of record on subject property;

As a part of the consideration for the execution of this conveyance, the Grantees herein do hereby assume and agree to pay, according to the terms thereof, that certain mortgage from Grantor herein to COBBS, ALLEN & HALL MORTGAGE COMPANY, INC., which mortgage is recorded in Volume 295 at page 358 in said Probate Office, and which mortgage was assigned to INTERSTATE LIFE AND ACCIDENT INSURANCE COMPANY by instrument recorded in Volume 243 at page 129 in said Probate Office, and which mortgage has been amended as to its terms of payment



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by instrument recorded in Volume 244 at page 205 in said Probate Office; however, it is expressly understood that said mortgage does not include therein any portion of subject property except PARCEL I hereinabove described, and it is not the intention of the Grantors to create a lien by this assumption agreement upon PARCELS II AND III hereinabove described;

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever; and said Grantors do for themselves, their heirs and assigns, covenant with said Grantee its successors and assigns, that they are lawfully seized in fee simple of said premises, that they are free from all encumbrances, except those set forth hereinabove and taxes due Oct. 1st next; that it has a good right to sell and convey the same as aforesaid; that they will, and their heirs and assigns shall, warrant and defend the same to the said Grantee its successors and assigns forever, against the lawful claims of all persons; that they will, at any time hereafter, at the expense and request of said Grantee, its successors and assigns, make all further assurances, without covenants, for the more effectual conveying of the said premises, with the appurtenances, as may reasonably be required.

IN WITNESS WHEREOF, the said MARVIN PHARO and wife, ELIZABETH A. PHARO, RAYMOND PHARO and wife, JANICE PHARO and EDMOND PHARO and wife, GENEVIEVE PHARO have hereto set their hands and seals, this 15th day of January, 1976.

Marvin Pharo (Seal) Elizabeth A. Pharo (Seal)
MARVIN PHARO ELIZABETH A. PHARO

Raymond Pharo (Seal) Janice Pharo (Seal)
RAYMOND PHARO JANICE PHARO

Edmond Pharo (Seal) Genevieve Pharo (Seal)
EDMOND PHARO GENEVIEVE PHARO

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STATE OF ALABAMA)
JEFFERSON COUNTY)

GENERAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public
in and for said County, in said State, hereby certify that
MARVIN PHARO and wife, ELIZABETH A. PHARO 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 the conveyance they executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal this
day of January A.D., 1976.

[Signature]
Notary Public

STATE OF ALABAMA)
JEFFERSON COUNTY)

GENERAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public
in and for said County, in said State, hereby certify that
RAYMOND PHARO and wife, JANICE PHARO 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 the conveyance they executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal this
day of January A.D., 1976.

[Signature]
Notary Public

STATE OF ALABAMA)
JEFFERSON COUNTY)

GENERAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public
in and for said County, in said State, hereby certify that
EDMOND PHARO and wife, GENEVIEVE PHARO 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 the conveyance they executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal this
day of January A.D., 1976.

[Signature]
Notary Public

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1976 JUN - 8 AM 8:56
Check Fee 105.50
Clerk of Probate
JUDGE OF PROBATE