

This instrument was prepared by

(Name) James R. Davis, Attorney
Suite 10 Building 2 Office Park Cr.
Address Birmingham, Alabama 35223



175
Jefferson Land Title Services Co., Inc.
316 21ST NORTH • P. O. BOX 10481 • PHONE (205) 328-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company

WARRANTY DEED

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Hundred Seventeen Thousand and no/100ths Dollars (\$117,000.00) and other good and valuable considerations identified hereinbelow.

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, CDG Properties, an Alabama General Partnership

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto those certain grantees, as tenants in common, who are more particularly set out in Exhibit "A" attached to this deed and made a part hereof and incorporated herein by reference.

(herein referred to as grantee, whether one or more), the following described real estate, situated in SHELBY County, Alabama, to-wit: •

That certain real property which is more particularly described on Exhibit "B" which is attached hereto and made a part hereof and incorporated herein by reference.

A portion of the consideration for this conveyance, grantee hereby assumes and agrees to pay that certain mortgage on subject property executed by CDG Properties, an Alabama General Partnership, to North Carolina Mutual Life Insurance Company, dated August 7, 1978 and filed for record September 22, 1978, being recorded in Mortgage Book 383, Page 294, in the Probate Office of Shelby County, Alabama, having a current principal balance of \$208,915.44.

19790105000002000 1/3 \$.00
Shelby Cnty Judge of Probate, AL
01/05/1979 12:00:00AM FILED/CERT

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 said grantee, his, her or 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 stated 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 grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 2nd day of January, 1979

(SEAL)

James B. Davis
James B. Davis, Partner

(SEAL)

(SEAL)

Ben L. Chenault
Ben L. Chenault, Partner

(SEAL)

(SEAL)

Thomas H. Gachet
Thomas H. Gachet, Partner

(SEAL)

STATE OF Alabama

Jefferson

COUNTY

General Acknowledgment

I, the undersigned authority in said State, hereby certify that James B. Davis, Ben L. Chenault, and Thomas L. Gachet being all of the partners of CDG Properties, an Alabama General Partnership

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 2nd day of January, 1979 A.D. 1979 as such partners and with full authority

Notary Public
Rachel Sullivan

Don't 117.00

EXHIBIT "A"

To Halford A. Tillman, individually, an undivided one-fifth (1/5) interest;

To Claude A. Tillman, Jr., individually, an undivided one-fifth (1/5) interest;

To Halford A. Tillman and Virginia B. Tillman, as Trustees for Patricia Ann Tillman under Indenture of Trust dated the 20th day of December, 1960, and recorded in Real Volume 150, Page 370, in the Office of the Judge of Probate, Jefferson County, Alabama, an undivided three-twentieth (3/20) interest;

To Halford A. Tillman as Trustee for Halford A. Tillman, Jr. under Indenture of Trust dated the 22nd day of November 1978, an undivided three-twentieth (3/20) interest;

To Claude A. Tillman, Jr. as Trustee for Claude A. Tillman, III under Indenture of Trust dated the 1st day of March, 1973, an undivided three-twentieth (3/20) interest;

To Claude A. Tillman, Jr. as Trustee for Lucille T. Colee, formerly known as Lucille Virginia Tillman, under Indenture of Trust dated the 1st day of March, 1973, an undivided three-twentieth (3/20) interest.

19790105000002000 2/3 \$.00
Shelby Cnty Judge of Probate, AL
01/05/1979 12:00:00AM FILED/CERT

B.L.C.
J.H.S.
98.1

EXHIBIT "B" 1979 JAN 5 AM 10:28

A tract of land situated in the Northeast ~~Quarter~~ ^{Quarter} of the Northwest 1/4 of Section 31, Township 19 South, Range 2 west, Shelby County, Alabama, being more particularly described as follows: Commence at the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 31, Township 19 South, Range 2 west, Shelby County Alabama, and run in an Easterly direction along the North line of said 1/4-1/4 section a distance of 452.73 feet to a point; thence turn a deflection angle of 86 degrees 31 minutes 40 seconds to the right and run in a Southerly direction a distance of 1321.78 feet to a point; thence turn a deflection angle of 47 degrees 06 minutes 00 seconds to the right and run in a Southwesterly direction a distance of 250.20 feet to a point on the center line of the road; thence turn a deflection angle of 79 degrees 55 minutes 15 seconds to the right and run in a Northwesterly direction along the center line of said road a distance of 34.06 feet to a point; thence turn a deflection angle of 89 degrees 58 minutes 30 seconds to the left and run in a Southwesterly direction a distance of 146.00 feet to a point; thence turn a deflection angle of 38 degrees 00 minutes 00 seconds to the right and run in a Southwesterly direction of 152.97 feet to a point on the East right-of-way line of U.S. Highway #31; thence turn a deflection angle of 85 degrees 12 minutes 35 seconds to the left and run in a Southerly direction along the chord of a curve to the right having a radius of 2010.08 feet a distance of 311.77 feet to the point of beginning; thence turn a deflection angle of 97 degrees 33 minutes 22 seconds to the left and run in a Northeasterly direction a distance of 260.00 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run to the right in a Southeasterly direction a distance of 205.86 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run to the right in a Southwesterly direction a distance of 315.33 feet to a point on the East right of way line of U. S. Highway #31, said point being a point on a curve; thence turn an interior angle of 71 degrees 55 minutes 02 seconds (angle measured to tangent) and run to the right in a Northerly direction along the arc of a curve to the left having a central angle of 6 degrees 04 minutes 44 seconds and a radius of 2010.08 feet a distance of 213.26 feet to the point of beginning.

SUBJECT TO THE FOLLOWING:

1. That certain mortgage, identified hereinabove, which grantee assumes and agrees to by accepting this conveyance.
2. Advalorem taxes for the year 1979, which said taxes are not due or payable until October 1, 1979.
3. Restrictions appearing of record in Deed Volume 281, Page 6 in the Probate Office of Shelby County, Alabama.
4. Right of Way granted to Alabama Power Company by instrument(s) recorded in Volume 101, Page 506; Volume 112, Page 513; Volume 138, Page 50 and Volume 170, Page 258, in the Probate Office of Shelby County, Alabama.
5. Right of Way for highway as shown in Condemnation Proceedings as recorded in Final Record 13, Page 203 and Final Record 16, Pages 190 and 191, in the Probate Office of Shelby County, Alabama.
6. Subject to that certain lease to Glidden-Durkee, Division of SCM Corporation, a New York corporation, recorded in Deed Volume 301, Page 438, in the Probate Office of Shelby County, Alabama.
7. Assignment of rents and leases to North Carolina Mutual Life Insurance Company, as recorded in Misc. Book 27, Page 395, in the Probate Office of Shelby County, Alabama.
8. That certain lease to Unpainted Furniture, Inc., dated the 1st day of April, 1977 a copy of which has been furnished grantee prior to the delivery hereof to grantee.

BOOK 317 PAGE 132

B.L.C.
J.H.A.
J.B.D.