

Sales Price - \$80,825.00, of which \$72,742.50 is secured by Purchase Money Mortgage closed simultaneously herewith.

REAL 1712 PAGE 848

THIS INSTRUMENT WAS PREPARED BY:

William K. Murray
1600 Bank for Savings Building
Birmingham, Alabama 35203

DEED

19790201000013140 1/3 \$.00
Shelby Cnty Judge of Probate, AL
02/01/1979 12:00:00AM FILED/CERT

STATE OF ALABAMA)
JEFFERSON AND)
SHELBY COUNTIES) KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration to the undersigned grantor (whether one or more) in hand delivered by the grantee herein, the receipt whereof is acknowledged, we, WILLIAM K. MURRAY and wife, ANN D. MURRAY (herein referred to as grantor) grant, bargain, exchange and convey unto JOHN C. HURST, JR. (herein referred to as grantee) the following described real estate, situated in Jefferson County:

This is a part of a sale and exchange of part of the SE 1/4 of the NW 1/4 of Section 25, Township 18 South, Range 2 West, situated in Jefferson County, Alabama.

Part of the SE 1/4 of the NW 1/4 of Section 25, Township 18 South, Range 2 West, situated in Jefferson County, Alabama, more particularly described as follows:

An undivided 1/2 interest in and to the following:

Commence at the Southwest corner of said 1/4-1/4 section; thence run East along the South line of said 1/4-1/4 section a distance of 33.50 feet to the point of beginning; thence turn 92°22'42" left and run in a Northerly direction and parallel to the West line of said 1/4-1/4 section a distance of 955.85 feet; thence turn 123°15'54" right and run in a Southeasterly direction a distance of 618.63 feet; thence turn 75°09'02" right and run in a Southwesterly direction a distance of 663.27 feet to a point on the South line of said 1/4-1/4 section; thence turn 73°57'45" right and run West along the South line of said 1/4-1/4 section a distance of 308.00 feet to the point of beginning.

Minerals and mining rights excepted.

Also an undivided permanent easement and 25% fractional interests in and to the fifty (50) foot parcel of property on the same side of the Little Cahaba River that give access from the Cahaba Beach Road to the said SE 1/4 of the NW 1/4 of Section 25, Township 18 South, Range 2 West (recorded in Book 309, Page 838, Shelby County, Alabama).

The property is sold subject to the terms and conditions of that restrictive covenant entered into by and between the grantors and The Birmingham Water Works Board that prohibits commercial development on the property and requires lots to be of a size of five (5) acres restricted

Emory Realty

to single-family dwellings. A copy of this restrictive covenant has been filed for record in the Probate Office (recorded in Book 23, Page 291, Shelby County, Alabama, Real Volume 1556, Page 204, Jefferson County, Alabama).

Subject to rights of way and easements of record.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And we do for ourselves and for our heirs, executors and administrators covenant with the said grantee, his heirs and assigns that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to exchange and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said grantee, his heirs and assigns forever, against the lawful claim of all persons.

Grantor also remise, release, quitclaim and convey all rights, title and interests in and to that certain two-inch water line that supplies water from The Birmingham Water Works Board to the property acquired by Dr. Elias Watson (recorded in Real Volume 1556, Page 200, Jefferson County, Alabama).

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 19 day of January, 1979.

William K. Murray
William K. Murray

Ann D. Murray by Anne Murray agent
Ann D. Murray
under Power of Attorney dated Dec 26, 1978.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William K. Murray and wife Ann D. Murray, 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 the 19 day of January, 1979.

Notary Public
NOTARY PUBLIC



19790201000013140 2/3 \$.00
Shelby Cnty Judge of Probate, AL
02/01/1979 12:00:00AM FILED/CERT

REAL 1712 PAGE 850

State of Alabama)

Jefferson County)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. Reese Murray, whose name as attorney in fact for Ann D. Murray, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily for and as the act of Ann D. Murray on the day the same bears date.

Given under my hand and official seal this the 23 day of January, 1979.

BOOK 317 PAGE 574

[Signature]
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1979 FEB 1 PM 12:01
Rec. 4/50
Sub. 100
550
JUDGE OF PROBATE



19790201000013140 3/3 \$.00
Shelby Cnty Judge of Probate, AL
02/01/1979 12:00:00AM FILED/CERT

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

REAL 1712 PAGE 848

JAN 23 11 17 AM '79

RECORDED & INFO. TAX
& \$1.00 - HAS BEEN
PD. ON INSTRUMENT.

JUDGE OF PROBATE

850
550
14.00