344

WARRANTY DEED

19791012000132890 1/4 $.00
Shelby Cnty Judge of Probate,AL
10/12/1979 12:00:00AM FILED/CERT

STATE OF ALABAMA)
) KNOW ALL MEN BY THESE PRESENTS:
SHELBY and BIBB COUNTIES)

That for the consideration hereinafter described, the receipt and sufficiency of which is hereby acknowledged by the undersigned, SEAMAN TIMBER COMPANY, INC. (hereinafter referred to as "Grantor"), a corporation, the said Grantor does by these presents, grant, bargain, sell and convey unto JANET W. SEAMAN (herein referred to as "Grantee") all that real estate situated in Shelby and Bibb Counties, Alabama described in Exhibit "A" attached hereto which is made a part hereof and incorporated herein by this reference.

As consideration for this conveyance the Grantee assumes and agrees to pay Eighty-Five Thousand Dollars ($85,000.00) of the principal amount owing by Grantor under that certain mortgage made by Grantor to The Federal Land Bank of New Orleans in the original amount of $380,000.00 encumbering the real estate described in said Exhibit "A" (as well as other real estate) which mortgage has been recorded in the offices of the Judges of Probate of Shelby and Bibb Counties, Alabama in Mortgage Book 390, page 597 (Shelby) and in Mortgage Volume 148, page 239 (Bibb), respectively (herein referred to as the "Land Bank Mortgage"); and, Grantee further assumes and agrees to pay that portion of the interest accruing on the said Land Bank Mortgage applicable to the said $85,000.00 principal assumed by Grantee, to-wit: 85/380ths of total interest due. In order that the principal and interest assumed by Grantee shall be paid according to the terms of the Land Bank Mortgage the Grantee agrees to pay to the mortgagee of the Land Bank Mortgage 85/380ths of all installments of principal and interest as the same shall become due and payable under the Land Bank Mortgage beginning with the first such installment due on the 1st day of May, 1980, and all installments that become due thereafter until

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the Land Bank Mortgage shall be paid in full. Grantee's assumption of the foregoing obligations shall be evidenced by her acceptance of this deed.

This conveyance is subject to the following to the extent the same may affect title to the real estate conveyed hereby:

1. Easements to Alabama Power Company recorded in Shelby County, Alabama, in Deed Book 127, Page 508; in Deed Book 127, Page 329; in Deed Book 133, Page 583; in Deed Book 136, Page 326; in Deed Book 147, Page 95; in Deed Book 181, Page 29.

2. Easement to Alabama Power Company recorded in Bibb County, Alabama, in Deed Book 33, Page 434; in Deed Book 33, Page 437, and in Deed Book 62, Page 340.

3. Easement to Southern Bell Tel. & Tel. Co. recorded in Deed Book 254, Page 262, in Shelby County, Alabama.

4. Road rights of way to Bibb County, recorded in Bibb County, Alabama, in Deed Book 36, Page 145, and in Deed Book 36, Page 152.

5. Rights of way to Shelby County and/or Bibb County, of record.

6. Right of way to Shelby County, recorded in Probate Office of Shelby County, Alabama, in Deed Book 74, Page 96.

7. Easements to Alabama Power Company recorded in Bibb County, Alabama, in Deed Book 33, Page 434; in Deed Book 33, Page 436; in Deed Book 33, Page 437; and in Deed Book 62, Page 334.

8. Right of way deeds as recorded in the Probate Office of Bibb County, Alabama, in Deed Book 36, Page 145, and in Deed Book 36, Page 152.

9. Less and except right of way for Alabama Highway No. 25.

10. Taxes for 1979 and subsequent years.

11. That portion of the Land Bank Mortgage not assumed by Grantee hereunder.

12. Mortgage made by Grantor to Birmingham Trust National Bank as recorded in the Office of the Judges of Probate of Shelby and Bibb Counties, Alabama in Mortgage Book 378, page 395 (Shelby) and in Mortgage Volume 146, page 513 (Bibb), respectively, as amended by Mortgage Modification recorded in said Probate Offices in Mortgage Book 378, page 395 (Shelby) and in Mortgage Volume 146, page 513 (Bibb), respectively.

TO HAVE AND TO HOLD, To the said Grantee, her heirs and assigns forever.

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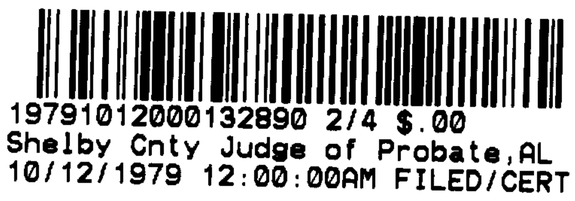
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And said Grantor does for itself, its successors and assigns, covenant with said Grantee, her heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances unless otherwise noted above, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns, shall, warrant and defend the same to the said Grantee, her heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Seaman Timber Company, Inc., by its President, James D. Seaman, who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 1st day of August, 1979.

ATTEST:

Janet W. Seaman, Its Secretary

By James D. Seaman
James D. Seaman, Its President

STATE OF ALABAMA)
COUNTY OF SHELBY)

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I, _____, a Notary Public in and for said County, in said State, hereby certify that James D. Seaman and Janet W. Seaman, whose names as President and Secretary, respectively, of Seaman Timber Company, Inc., a corporation, 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 as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 30th day of August, 1979.

Dixie H. McGibony
Notary Public

My Commission Expires April 10, 1982

This instrument was prepared by:
James J. Robinson, Attorney
1600 Bank for Savings Building
Birmingham, Alabama 35203

EXHIBIT "A" TO WARRANTY DEED FROM
SEAMAN TIMBER COMPANY, INC. TO JANET W. SEAMAN

PARCEL A

All that part of the W-1/2 of the SE-1/4 lying North and West of Old Montevallo and Centreville dirt road, except a strip of land of uniform width being 338 feet wide off of the West side of that part of the W-1/2 of said SE-1/4 lying South of Shoal Creek; also all that part of the SE-1/4 of the SE-1/4 lying North and West of Old Montevallo and Centreville dirt road; all being in Section 13, Township 24, Range 11 East, Bibb County, Alabama.

ALSO, all that part of the NE-1/4 of SE-1/4 of Section 13, Township 24, Range 11 East, lying North and West of Old Montevallo and Centreville dirt road; being situated in Shelby County, Alabama.

PARCEL B

A parcel of land situated in the S-1/2 of the SE-1/4 of Section 13, Township 24 North, Range 11 East, and more particularly described as follows: Begin at the intersection of the West side of the SE-1/4 of the SE-1/4 of said Section 13, Township 24 North, Range 11 East, with the North boundary of Alabama Highway No. 25 for point of beginning; thence Westerly along the North right of way line of said Highway a distance of 981.62 feet to a fence, the accepted property line; thence at an angle of 89 deg. 46 min. to the right and run along said fence 382.42 feet; thence turn an angle of 121 deg. 55 min. to the right and run along the Old Montevallo-Centreville Road 125.12 feet; thence turn an angle of 10 deg. 25 min. to the left and continue along said road 383.38 feet; thence turn an angle of 5 deg. 49 min. to the left and continue along said road 392.0 feet; thence turn an angle of 14 deg. 33 min. to the left and run along said road 483.4 feet; thence turn an angle of 89 deg. 06 min. to the right and run 65.93 feet to the north boundary of said Alabama Highway No. 25; thence Westerly along said Highway right of way 341.3 feet to the point of beginning; containing 5.42 acres. LESS AND EXCEPT MINERAL RIGHTS.

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1979 OCT 12 AM 8 55

No tax

Rec. 600
100
700