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BCOK

JAMES F. BURFORD, III

08/18/1980 00:00:00 FILED/CERTIFIED

	_	_	_	

ADDRESS Suite 2900, 300 Vestavia Office Park, Birmingham, Alabama

35216

WARRANTY DEED (Without Surviorship)

State of Alabama

Know All Men By These Presents,

COUNTY SHELBY

That in consideration Seven Thousand and no/100 Dollars Equity (\$7,000.00) DOLLARS

ALABAMA TITLE CO., INC.

to the undersigned grantor Randall H. Goggans and wife, Holly H. Goggans

Pete Gerontakis

hereof is acknowledged we

Randall H. Goggans and wife, the said

l. Goggans gain, sell and convey unto the said Pete Gerontakis, an undivided one-half interest in Shelby County, Alabama, described real estate, situated in

Wy of SE% of NE% of Section 5, Township 20, Range 1 West, Shelby County, Alabama, LESS AND EXCEPT that certain parcel of land more particularly described as follows: Commencing at the Southwest corner of the SE% of NE% of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama, run North along the West line of said 1/4 Section a distance of 768.56 feet to a point being the point of beginning; thence run North along the West line of said 1/4 Section to the NW corner of said 1/2/2 Section; thence turn East and run along the North line of said १-५ Section a distance of 671.52 feet; thence run in a Southerly and Westerly direction to the point of beginning on the West line of said 1/4 Section, containing 16 acres more or less.

Subject to:

- 1. General and special taxes for the year 1980 and thereafter.
- 2. All oil, gas and other minerals in, on and under the subject property reserved by former owners.

The grantee herein expressly agrees to assume and pay one-half of that certain mortgage from Randall H. Goggans and wife, Holly H. Goggans to A. G. Gardner and Mildred Gardner recorded in Book 404, page 866, Office of the Judge of Probate of . County, Alabama.

See attached agreement made a part hereof by reference and adoption.

TO HAVE AND TO HOLD, to the said GRANTEE(S) his, her or their assigns forever.

And & (we) do, for paxselfx (ourselves) and for pax (our) heirs, executors, and administrators convenant with the said GRANTEES, their heirs and assigns, that kam (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances:

that \foreign we) have a good right to sell and convey the same as aforesaid; that \foreign we) will and myx (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, day of August Witness:	have hereunto set, 1980.	our	nand and sear S	
		`•	RANDALL H. GOGGANS	V. The
		•	Proch A Stone	<u></u>

State of

SHELBY

, a Notary Public in and for said Gounty, in said State,

the undersigned Randall H. Goggans and wife, Holly H. Goggans hereby certify that signed to the foregoing conveyance, and who whose name S are are me on this day, that, being informed of the contents of the conveyance have

COUNTY

know to me acknowledged before executed the same voluntarily

on the day the same bears date. 15th day of Given under my hand and official seal this

August

80.

Agreement made this 15th day of August, 1980 between Randall H. Goggans and wife, Holly H. Goggans (herein Goggans) and Pete Gerontakis (herein Gerontakis).

Randall H. Goggans and Pete Gerontakis in WHEREAS, the parties/are tenants in common/the property described in the deed attached hereto as Exhibit A and incorporated by reference herein, and Goggans owns an undivided one-half interest, and Gerontakis owns an undivided one-half interest, and;

WHEREAS, Gerontakis has paid Seven Thousand Dollars (\$7,000.00) toward the purchase of the property described in the deed marked as Exhibit A and;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES and the mutual convenants contained herein the parties agree as follows:

Upon the sale of the property described the deed attached hereto as Exhibit A, the first \$7,000.00 of the net proceeds shall be paid directly to Gerontakis. The remainder of the net proceeds after the \$7,000.00 to Gerontakis shall Randall H. be split equally between/Goggans and/Gerontakis.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals the date and year First above written. A

Goggans

Holly H. Goggans

12:25

100 - C 7 00

As to Goggans signatures:

Sworn to and subscribed before me this the day of august, 1980.

As to Gerontakis signature:

Sworn to and subscribed before me this the 15th day of August, 1980.

PHILLIPS J. SARRIS. Notary Public

Alabama State at Large My Commission Expires June 18, 195