

Position 5

USDA-FmHA  
FmHA-AL-427-4A  
(Rev. 10-27-76)

This Instrument was Prepared by  
Wallace, Ellis, Head & Fowler

Attorneys at Law

Columbiana, Ala. 35051

35-9  
WARRANTY DEED

(For Transfer Cases - To Individuals)

STATE OF ALABAMA  
COUNTY OF SHELBY

THIS INDENTURE, made this 13th day of April, 19 81, between  
Trella F. Avery, an unmarried woman

of Shelby County, State of Alabama, party(ies) of the first part, and

Michael W. Avery

of Shelby County, State of Alabama, party of the second part;

WITNESSETH: That the said party(ies) of the first part, for and in consideration of the sum of One Dollar (\$1.00) to them in hand paid by the party of the second part, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, has (have) granted, bargained, sold and conveyed and by these presents does (do) grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns in fee simple, forever, together with every contingent

remainder and right of reversion, the following-described real estate, lying and being in the County of \_\_\_\_\_

Shelby, State of Alabama, to-wit:

PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AS FULLY AS IF SET OUT HEREIN.

The above-described real estate is subject to the following-described mortgage(s):

1. That certain mortgage to the United States of America executed by Tommy Wayne Avery and Trella F. Avery

dated the 3rd day of August, 19 72, and recorded in Mortgage Book 324

at Page 431, in the Office of the Judge of Probate of Shelby County, Alabama:

and the said party of the second part, by separate agreement executed as of the date hereof, assumes liability for and agrees to pay, as part of the consideration of this conveyance, all or a certain specified portion of the indebtedness secured by said mortgage(s).

TO HAVE AND TO HOLD unto said party of the second part, his heirs and assigns, in fee simple forever, together with every contingent remainder and right of reversion.

And the said party(ies) of the first part does (do) for herself and for her heirs, executors, administrators

and assigns covenant with the party of the second part, his heirs and assigns, that she is (are) lawfully seized in fee simple of said premises; that the premises are free from all encumbrances except as hereinbefore set forth; that

she has (have) a good right to sell and convey the same as aforesaid; that she will and her heirs, executors, administrators and assigns shall warrant and defend the same to the said party of the second part and to the heirs, executors, administrators and assigns of said party forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said party(ies) of the first part has (have) hereunto set her hand(s) and seal(s), the day and year first above written.

Trella F. Avery (LS)  
(Trella F. Avery)

\_\_\_\_\_ (LS)

STATE OF ALABAMA

COUNTY OF SHELBY

the undersigned

\_\_\_\_\_, a Notary Public in and for said County and State, do

hereby certify that Trella F. Avery

whose name(s) is(are) signed to the foregoing conveyance and who is (are) known to me, acknowledged before me on this

day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 13 day of April, 19 81.

Lance Trasher  
Notary Public

(SEAL)

My Commission Expires 12-3-84

EXHIBIT "A"

A parcel of land located in the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 13, Township 24 North, Range 15 East more particularly described as follows: Commence at the Southeast corner of said  $\frac{1}{4}$   $\frac{1}{4}$  Section; thence in a Westerly direction along the South line of said  $\frac{1}{4}$   $\frac{1}{4}$  Section a distance of 40.0 feet; thence 90 deg. 47 min. right in a Northerly direction parallel with the East line of said  $\frac{1}{4}$   $\frac{1}{4}$  Section a distance of 200.55 feet to the point of beginning; thence continue along last described course, a distance of 100 feet; thence 90 deg. left in a Westerly direction a distance of 290.04 feet; thence 89 deg. 53 min. left in a Southerly direction a distance of 100 feet; thence 90 deg. 07 min. left in an Easterly direction a distance of 290.25 feet to the point of beginning. Minerals and mining rights excepted.

Subject to the following exceptions, reservations, liens, and other encumbrances:

1. Title to minerals underlying captioned property excepted together with mining rights and privileges belonging thereto, as reserved by that certain deed dated October 2, 1911 recorded in Deed Book 45, page 353, in the Office of the Judge of Probate of Shelby County, Alabama.
2. Right of way Deed to Shelby County for public road, as shown by that certain instrument dated November 7, 1962 and recorded in Deed Book 227, page 152 in said Probate Records.
3. Transmission line permit to Alabama Power Company, as shown by that certain instrument dated March 23, 1967 and recorded in Deed Book 248, page 863, in said Probate Records.
4. Advalorem taxes for the tax year 1981 which became a lien on this property on October 1, 1980, but which are not due and payable until October 1, 1981.

BOOK 332 PAGE 786

RECEIVED  
JUL 11 1981

1981 MAY 11 AM 11:50 Deed to 200  
Dec 450  
100

Thomas W. Avery, Jr.  
JUDGE OF PROBATE

750

Tommy Wayne Avery  
Tommy Wayne Avery

Sarah Avery  
Sarah Avery

Trilla F. Avery  
Trilla F. Avery