

Position 5

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

This Instrument was Prepared by
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Attorneys at Law
Columbia, Alabama 35051

360
WARRANTY DEED

(For Transfer Cases - To Individuals)

STATE OF ALABAMA
COUNTY OF SHELBY

THIS INDENTURE made this 14th day of February, 1981, between
Tommy Wayne Avery and wife, Sarah Avery; Trella F. Avery Wilson, and
husband, Johnny Wilson

of the State of Texas 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, 1972, 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 themselves and for their heirs, executors, administrators

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

they has (have) a good right to sell and convey the same as aforesaid; that they will and their 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 their hand(s) and seal(s), the day and year first above written.

STATE OF ~~XXXXXXX~~ TEXAS
COUNTY OF

Tommy Wayne Avery (LS)
(Tommy Wayne Avery)

Sarah Avery (LS)
(Sarah Avery)

Trelia F. Avery Wilson (L.S.)
(Trelia F. Avery Wilson)
Johnny Wilson (L.S.)
(Johnny Wilson)

the undersigned

I, _____, a Notary Public in and for said County and State, do

hereby certify that Tommy Wayne Avery and wife, Sarah 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 14th day of February, 1981

L.H. Wright
L.H. Wright Notary Public

(SEAL)

My Commission Expires 5-31-81

STATE OF TEXAS
COUNTY }

MISTAKEN
ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Trelia F. Avery Wilson and husband, Johnny Wilson, 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 seal this 14th day of February, 1981

commission expires: 5-31-81

L.H. Wright
L.H. Wright Notary Public

EXHIBIT "A"

A parcel of land located in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 13, Townsnip 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 a 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.

ALL SIGNED
PROBATE

1981 MAY 11 AM 11:52

See deed 332-784

Rec. 450

Int 1.00
550

Shelby County, Alabama
JUDGE OF PROBATE

Tommy Wayne Avery
Tommy Wayne Avery

Sarah Avery
Sarah Avery

Trilla F. Avery
Trilla F. Avery