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This instrument was prepared by

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(Address) P O Box 1227, Columbiana, Alabama 35051

Form 1-1-27 Rev. 1-66

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

19810713000076660 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
07/13/1981 00:00:00 FILED/CERTIFIED

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TWENTY FIVE THOUSAND and NO/100 (\$25,000.00) DOLLARS credit on the indebtedness secured by the Grantor's mortgages against the real estate conveyed hereby and the release of said mortgages, which credit to the Grantor is made possible by the Grantee's new obligation for payment of such \$25,000.00, as stated hereinbelow, the receipt and sufficiency of which credit and other consideration is hereby acknowledged, I, PAUL W. SMITH, an unmarried man,

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

JEAN C. COLLUM

(herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

See attached Schedule "A" for legal description of real estate conveyed hereby.

Subject only to the following liens and encumbrances:

1. All assessments and taxes for the year 1981 and all subsequent years.
2. Right-of-way easement for public road, as shown by instrument recorded in Deed Book 157, at Page 419, in the Office of the Judge of Probate of Shelby County, Alabama.
3. Transmission Line Permits to Alabama Power Company, as shown by instruments recorded in Deed Book 130, at Page 238, and in Deed Book 198, at Page 484, in said Probate Records.

The \$25,000.00 consideration for this deed is to be loaned by Central State Bank, Calera, Alabama, to the Grantee herein and secured by a purchase money mortgage covering the above described real estate, which mortgage is to be delivered to Central State Bank by the Grantee herein simultaneously with delivery of this deed to said Grantee, and simultaneously therewith Central State Bank will release the existing mortgages it holds from the Grantor herein against said real estate, namely, that certain mortgage dated January 29, 1980 and recorded in Mortgage Book 400, at Pages 306 - 308, with the extensions thereof dated July 29, 1980 and recorded in Mortgage Book 405, at Pages 88 and 89, and dated November 11, 1980 and recorded in Mortgage Book 408, at Page 844, also, that certain mortgage dated August 11, 1980 and recorded in Mortgage Book 405, at Pages 114 - 116, all in the Office of the Judge of Probate of Shelby County, Alabama, which mortgages and extension agreements secure a delinquent principal of \$32,415.05 as of this date; further, simultaneously with execution of this deed on this date, the Grantor herein has executed other documents of even date evidencing his obligation to pay the difference between the \$25,000.00 credit consideration for this deed and his total indebtedness due Central State Bank.

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

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (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, I have hereunto set my hands(s) and seal(s), this 17th day of June, 19 81.

(Seal)

Paul W. Smith
Paul W. Smith

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF CALIFORNIA

LOS ANGELES COUNTY

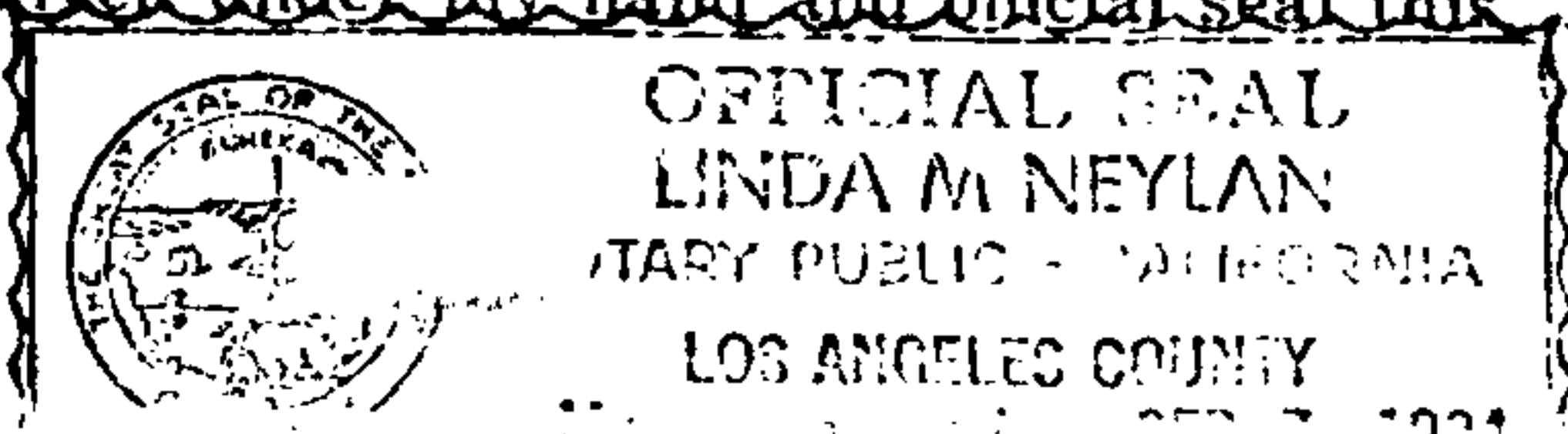
General Acknowledgment

I, _____, a Notary Public in and for said County, in said State, hereby certify that Paul W. Smith, an unmarried man, whose name 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 on the day the same bears date.

Given under my hand and official seal this _____ day of _____

_____ day of _____

A. D., 19 81



Linda M. Neylan
Linda M. Neylan
Notary Public
Public.

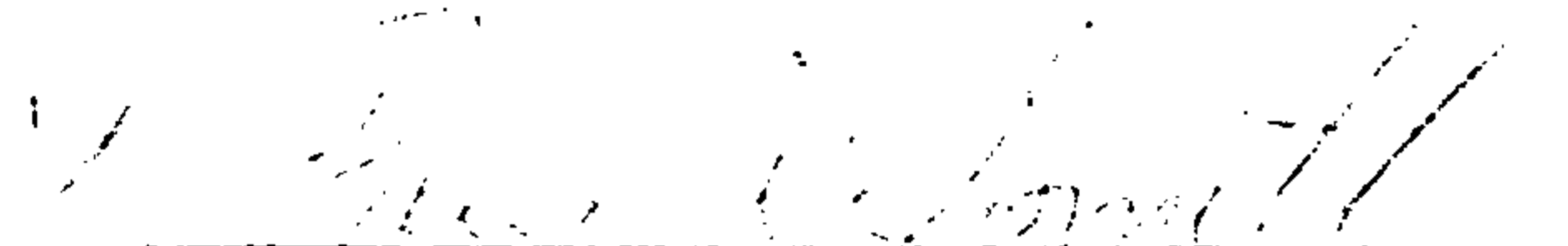
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SCHEDULE "A"

Legal Description of Real Estate

A part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 21 South, Range 2 West, Shelby County, Alabama, described as follows: Beginning at intersection of the North right-of-way line of Saginaw Cut-Off Highway, known as Shelby County Highway No. 26, with the West boundary line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 13; thence run along West boundary of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ in a Northerly direction 314.56 feet; thence turn an angle of 88 deg. 10 min. to the right and run 610 feet; thence turn an angle of 91 deg. 39 min. to the right and run 209.6 feet to North right-of-way line of said Highway; thence run in a Southwesterly direction along North boundary of said Highway to point of beginning.

SIGNED FOR IDENTIFICATION:


Paul W. Smith

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1981 JUL 13 AM 9:08


JUDGE OF PROBATE

Rec. 3.00 Sec mty. 4' # - 23
sub. 1.00

4.00

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