

send tax notice to: Donald Wayne Burden
755 Cahaba Manor Trail
Pelham, AL 35124

This instrument was prepared by
✓ LARRY L. HALCOMB
(Name) ATTORNEY AT LAW
3812 OLD MONTGOMERY HIGHWAY
(Address) HOMEWOOD, ALABAMA 35226

WARRANTY DEED- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA }
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Eleven thousand and no/100 (\$11,000.00) Dollars and the assumption of mortgage recorded in Mortgage Book 391, Page 729, in the Probate Office of Shelby County, Alabama,

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

William Robert Roscoe and wife, Laura A. Roscoe

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

Donald Wayne Burden

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

Lot 32, of Cahaba Manor Town Homes, Second Addition, as recorded in Map Book 7, Page 62, in the Office of the Judge of Probate of Shelby County Alabama, except that part of said Lot 32, more particularly described as follows: Begin at the Northeast corner of said Lot 32; thence in a Southwesterly direction along the Southeast line of said Lot 32, a distance of 5.0 feet; thence 90 deg. right, in a Northwesterly direction, parallel to the Northeast line of said Lot 32, a distance of 90.45 feet to a point on the Northwest line of said Lot 32; thence 163 deg. 28 min. 24 sec. right, in a Northeasterly direction along said Northwest line of said Lot 32, a distance of 17.58 feet to the North corner of said Lot 32; thence 16 deg. 31 min. 36 sec. right, in a Southeasterly direction along the Northeast line of said Lot 32, a distance of 73.60 feet to the point of beginning.

Together with an easement for a driveway described as follows: Begin at the Southwest corner of Lot 33, according to the survey of Cahaba Manor Town Homes - Second Addition, as recorded in Map Book 7, Page 62 in the Office of Judge of Probate, Shelby County, Alabama; thence run East along the South line of said Lot 33, a distance of 14.71 feet; thence turn left and run West to a point on the West line of said Lot 33, said point being 4.43 feet North of the Southwest corner of said Lot 33; thence run South along the West line of Lot 33 a distance of 4.43 feet to the point of beginning.

Subject to taxes for 1982.

Subject to restrictions, easements and agreement of record.

By acceptance of this deed, grantee(s) agree(s) to assume the indebtedness secured by the above mortgage.

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

And ~~K~~(we) do for ~~ourselves~~ (ourselves) and for ~~our~~ (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that ~~we~~ (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that ~~K~~ (we) have a good right to sell and convey the same as aforesaid; that ~~K~~ (we) will and ~~our~~ (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, we have hereunto set our hands(s) and seal(s), this 27th day of May, 1982.

1982 JUN -1 AM 9:06
J. A. JENNINGS, Jr.
NOTARY PUBLIC

Rec. 150
Shelby Co. 100
1350

William Robert Roscoe (Seal)
Laura A. Roscoe (Seal)
LAURA A. ROSCOE (Seal)

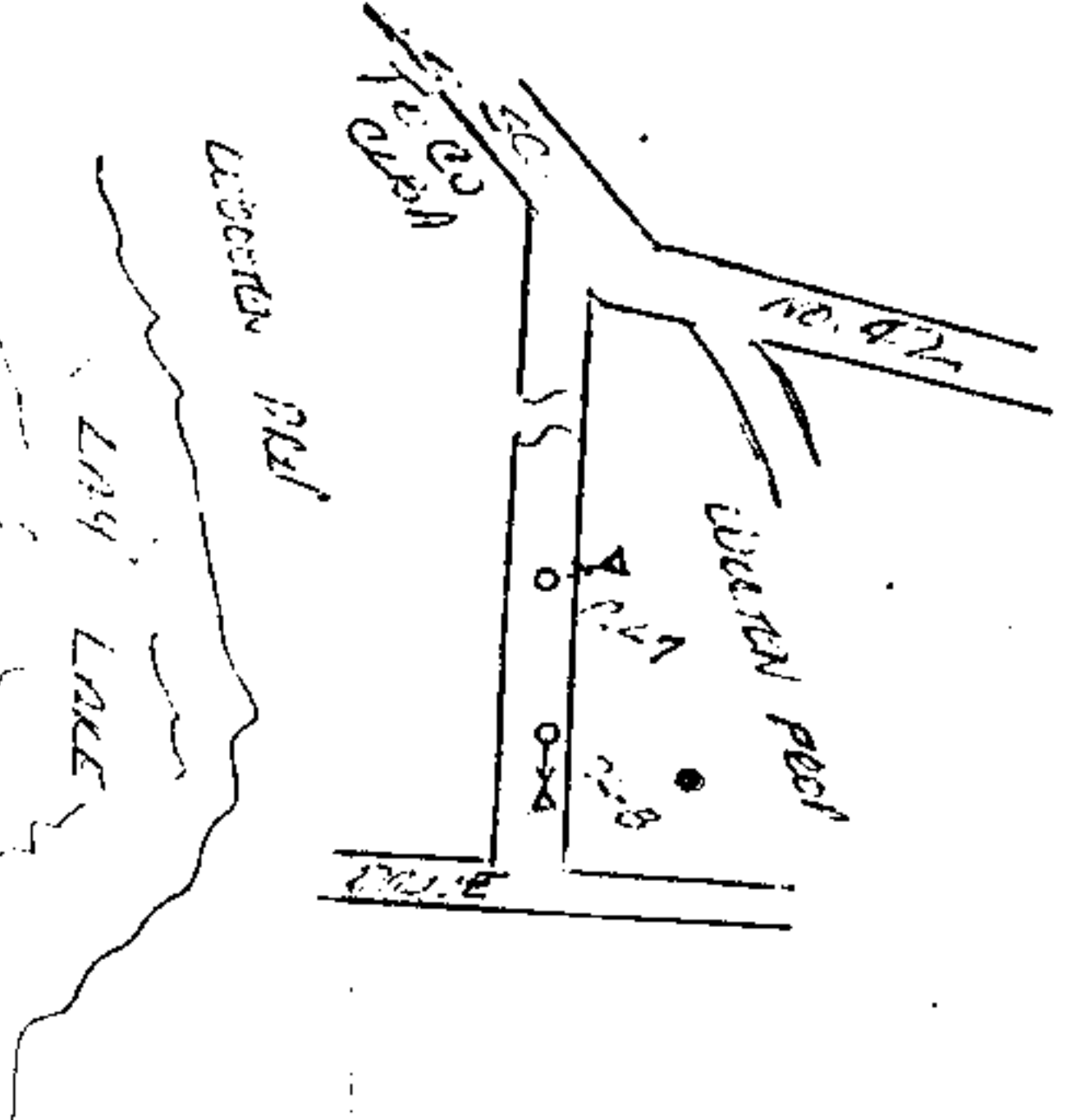
STATE OF ALABAMA }
JEFFERSON COUNTY }

General Acknowledgment

I, Larry L. Halcomb, a Notary Public in and for said County, in said State, hereby certify that William Robert Roscoe and wife, Laura A. Roscoe whose name ~~S~~ 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 official seal this 27th day of May, A. D., 1982

Notary Public
My Commission Expires 1/23/86



Name and
Post Office Address
of Grantor Mrs. Jerry L. Wooten
St. Louis 22
Shelby, Mo
Toll
Line (Name)
or
Exchange Line Columbia
tributary to (Exchange)
The property is bounded where the line enters
and leaves this property by the property of:
See sketch below of the
See sketch below of the
The poles (or stakes) have the following
identification:
See sketch below
to See sketch below
Authority 234-3030R classification 3-1C
Area
Approved
Title OPERATING TELEPHONE
NORTH

RIGHT-OF-WAY EASEMENT

FORM 8416 SC
MARCH, 1973

In consideration of the sum of money hereinafter set out and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged from the South Central Bell Telephone Company, the undersigned, owner(s) of the premises described below, do hereby grant to the South Central Bell Telephone Company, its licenses, agents, successors, assigns, and allied and associated companies, a right of way easement to construct, operate, maintain, add or remove such lines or systems of communications or related services as the grantee may require, consisting of:

- (1) poles, guys, anchors, aerial cables and wires;
- (2) Buried cables and wires, cable terminals, markers, splicing boxes and pedestals;
- (3) Conduits, manholes, markers, underground cables and wires;
- (4) and other amplifiers, boxes, appurtenances or devices

upon over and under a strip of land 30 feet wide across the following lands in Shelby County, State of Mo. generally described as follows:

**OFF SHELBY CO. RD. NO. 42 IN SECTION 13 TOWNSHIP 22S
RANGE 1 EAST**

and, to the fullest extent the undersigned has the power to grant, if at all, over, along and under the roads, streets, or highways adjoining or through said property.

The following rights are also granted: to allow any other person or company to attach wires or lay cable or conduit within the right of way for communications or electric power transmission or distribution; ingress and egress to said premises at all times; to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution.

The receipt of one and no /100 Dollars (\$1.00) is hereby acknowledged by the undersigned.

To have and to hold the above granted easement unto South Central Bell Telephone Company, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned has signed and sealed this document
on 5-10, 1982, caused this instrument to be executed by its
duly authorized agent

Signed, sealed and delivered in the presence of:

X Mrs. Jerry L. Wooten L.S.

L.S.

Witness
M. J. Arnold

Name of Corporation

Attest:
Corporate Officer

By: _____ Title: _____

1982 JUN -1 AM 9:59

James A. Snowdon, Jr.
JUDGE OF PROBATE

Deed to So
1.50
1.00
3.00