

650

3000⁰⁰

This instrument was prepared by

(Name) Dale Corley

(Address) 1933 Montgomery Highway, Birmingham, AL 35209

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

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of ONE AND NO/100 DOLLARS and other good and valuable considerations.

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

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto CCM, a partnership consisting of DALE CORLEY and RENA B. CORLEY our undivided one-third interest in

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

See EXHIBIT "A"

The undersigned Grantors, by this conveyance, convey all of their undivided interest in CCM, a partnership, the said partnership agreement having been duly amended and reflecting the retirement of Leonard C. Coggins therefrom.

BOOK 341 PAGE 279

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, we have hereunto set OUR hands(s) and seal(s), this 12th day of March, 1982

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF ALABAMA

JACKSON

COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Leonard Coggins and Shirley Coggins 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 official seal this 12th day of March, A. D., 1982

Notary Public

EXHIBIT A

The Southeast 1/4 of the Northwest 1/4 of Section 12, Township 22 South, Range 1 East; The Southwest 1/4 of the Northeast 1/4 of Section 12, Township 22 South, Range 1 East; EXCEPT that part which would be either covered with or which either along or together with other lands would be entirely surrounded by waters of the Coosa River or its tributaries should such river or its tributaries be raised or backed up to that certain datum plane of 397 feet above mean sea level as established by the United States Coast and Geodetic Survey as adjusted in January 1955, together with the right to flood, cover or surround with water from time to time that portion of said lands which lies above such datum plane above mean sea level and which would be flooded, covered with or surrounded by water should such river or its tributaries be raised and backed up to that certain datum plane of 398 feet above such mean sea level;; LESS AND EXCEPT 2.76 acres sold to Charles N. Zanaty and wife, Carole A. Zanaty by Deed Book 323, Page 210 described as follows:

Commence at the Southeast corner of the SW1/4 of the NE1/4, Section 12, Township 22 South; Range 1 East, the point of beginning; thence West along the South boundary of said 1/4-1/4 Section a distance of 335.00 feet to the water edge of Lay Lake, thence Northeasterly along said water edge to a point that intersects the East Boundary of said 1/4-1/4 section; thence South along said East boundary a distance of 717.20 feet to the point of beginning. Said land being situated in the SW1/4 of the NE1/4 of Section 12, Township 22 South, Range 1 East, Shelby County, Alabama and containing 2.76 acres, more or less.

Also the hereinafter described easement for ingress and egress and for the installation of utility lines, poles, pipes and necessary supporting facilities for the furnishing of gas, water, power, telephone, communication and sewage services to the property described above: Said easement consists of a strip of land forty feet wide with its boundaries parallel to an existing road and with its center in the midpoint of said existing road entering the SW1/4 of the NW1/4 of Section 12, Township 22 South, Range 1 East, which said existing road enters said quarter-quarter section from the south at a point approximately 250 feet east of the west boundary of said quarter-quarter section and which said existing road intersects with another, or second, existing road running generally parallel to an existing fence line near the southern border of said quarter-quarter section and which said second existing road runs in a generally east-west direction and said easement shall continue from the intersection of the first and the second existing roads and shall consist of a strip of land forty feet wide, parallel to the southern boundary of said quarter-quarter section, except that in the event the northern border of said second existing road and its northern ditch is more than forty feet from the section line, then the easement shall extend to and include the northern ditch of said second existing road and said easement shall extend to the western boundary SE1/4 of the NW1/4 of Section 12, Township 22 South, Range 1 East.

STATE OF ALA. SHELBY CO.

I CERTIFY THIS
INSTRUMENT WAS FILED

1982 JUL 21 PM 3:27

Thomas A. Shaw, Jr.
JUDGE OF PROBATE

Deed Tax 3.00

Rec. 3.00

Ad. 1.00

7.00

BOOK 341 PAGE 280