

450 SS: _____

This instrument was prepared by

(Name) DOUGLAS L. KEY, ATTORNEY AT LAW

2100 11th Avenue North

(Address) Birmingham, Alabama 35234

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 Dollar (\$1.00) and other good and valuable consideration

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

Walter E. Smith, Jr. and wife, Gwendolyn G. Smith

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

Walter E. Smith, Jr.

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

Commence at the SE corner of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 7, Township 22 South, Range 2 West, and run North 81 degrees 30' West for a distance of 252.69 feet to the Point of Beginning; from said point continue along same course a distance of 196 feet; thence turn 75 degrees 07 minutes to the right and run North 06 degrees 23' West for a distance of 631.4 feet to a point on the Southerly right of way a 60 feet county road; thence run Easterly along said right of way for a distance of 177.0 feet to a point; thence from said point run South 26 degrees 05 minutes East for a distance of 184.0 feet to a point; thence turn 21 degrees 35 minutes to the left and run South 47 degrees 40 minutes East for a distance of 130 feet to a point; thence turn 58 degrees 30 minutes to the right and run South 08 degrees 50 minutes West for a distance of 450 feet, more or less, to the Point of Beginning. Situated in Shelby County, Alabama.

Less and except any part of subject property now a part of a roadway.

Subject to restrictions, conditions and limitations appearing in Deed Vol. 277 Page 615, Probate Records of Shelby County, Alabama.

As a part of the consideration hereinabove cited, the grantee, hereinabove named, agrees to assume and pay that certain first mortgage to Alabama Federal Savings & Loan Assoc. in the approximate amount of \$71,000.00 and that certain 2nd mortgage in favor of Central Bank of Birmingham, in the approximate amount of \$6,000.00.

This conveyance is made in compliance with a Final Decree of Divorce dated _____, rendered in the Circuit Court for the Tenth Judicial Circuit of Alabama, Case number _____.

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 GRANTEE, their heirs and assigns, that I (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 GRANTEE, 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 14th day of January, 1983.

SHIRLEY L. SHELLEY CO.
I HEREBY CERTIFY THIS
INSTRUMENT WAS FILED

1983 FEB 10 PM 2:48

JUDGE OF PROBATE

Deed tax 10.00
Rec 1.50
Seal 1.00
12.50

(Seal)

(Seal)

(Seal)

WALTER E. SMITH, JR.

(Seal)

GWENDOLYN G. SMITH

(Seal)

(Seal)

STATE OF ALABAMA

JEFFERSON COUNTY

General Acknowledgment

I, the undersigned _____, a Notary Public in and for said County, in said State, hereby certify that Walter E. Smith, Jr. and wife, Gwendolyn G. Smith 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 have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of January, A. D., 1983.

Roberts Real Estate

Douglas Key

Notary Public