

STATE OF ALABAMA]

SHELBY COUNTY]

1229
KNOW ALL MEN BY THESE PRESENTS:

IN CONSIDERATION OF ^{Three} Hundred Dollars to the undersigned grantors Cecil Lee Scoggins and wife, Frances Scoggins, in hand paid by THE CITY OF CALERA, a municipal corporation, the receipt whereof is acknowledged, the said grantors do

GRANT, BARGAIN, SELL and CONVEY unto the said CITY OF CALERA, a municipal corporation, the real estate described in Exhibit "A" attached hereto and incorporated herein by reference, which real estate is situated in Shelby County, Alabama.

TO HAVE AND TO HOLD, to the said CITY OF CALERA, a municipal corporation, its assigns and successors forever.

And we do, for ourselves and for our heirs, executors and administrators, covenant with the said CITY OF CALERA, a municipal corporation, its assigns and successors, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances;

that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall, warrant and defend the same to the said CITY OF CALERA, its assigns and successors forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand and seal, this 17th day of December, 1981.

WITNESSES:

Cecil L. Scoggins SEAL
Frances Scoggins SEAL

_____ SEAL

STATE OF ALABAMA]
SHELBY COUNTY]

I, Mary Lemoyne Payton, a Notary Public in and for said County, in said State, hereby certify that Cecil Lee Scoggins, 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 17th day of December, 1981.

Mary Lemoyne Payton
NOTARY PUBLIC

City of Calera

BOOK 349 PAGE 445

STATE OF ALABAMA]

SHELBY COUNTY]

I, Mary Lemoyne Payton, a Notary Public in and for said County, in said State, hereby certify that Frances Scoggins, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of December, 1981.

Mary Lemoyne Payton
NOTARY PUBLIC

STATE OF ALABAMA]

SHELBY COUNTY]

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name _____ signed to the foregoing conveyance and who _____ known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 19__.

NOTARY PUBLIC

STATE OF ALABAMA]

SHELBY COUNTY]

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name _____ signed to the foregoing conveyance and who _____ known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 19__.

NOTARY PUBLIC

EXHIBIT A

PROPERTY DESCRIPTION

FOR

RIGHT-OF-WAY AQUISITION

(Parcel 11)

That portion of the property described in Deed Book 295 on Page 135 as recorded in the Shelby County Judge of Probate's Office, County Courthouse, Columbiana, Alabama; lying in the East ½ of Fractional Section 20, Township 22 South, Range 2 West, and encompassed by the right-of-way whose centerline is more particularly described as:

Beginning at the southwest corner of Fractional Section 21, Township 22 South, Range 2 West (Huntsville Base Line, Huntsville Meridian) said point lying on the Freeman Base Line; thence from the south line of Fractional Section 21, left $113^{\circ}11'$ a distance of 655.63 feet to a point on the centerline of the Southern Railroad, thence left $90^{\circ}02'30''$ a distance of 606.86 feet along the centerline of the Southern Railroad to a point; thence right $91^{\circ}46'$, a distance of 50 feet to a point on the north right-of-way line of the Southern Railroad and the point of beginning of the centerline of a 40 foot right-of-way located 20 feet on each side of the centerline hereafter described; thence continue along the line last described a distance of 126.45 feet to the point of curvature of a curve to the right having a radius of 2,083.48 feet and a central angle of $5^{\circ}00'$; thence 181.82 feet along the arc of the curve to the point of tangency of the curve and the point of ending of the centerline of the 40 foot right-of-way and the point of beginning of the centerline of an 80 foot right-of-way located 40 feet on each side of the centerline herein described; thence continue 636.12 feet along the tangent of the curve last described to the point of curvature of a curve to the right having a radius of 716.20 feet and a central angle of $62^{\circ}30'$; thence 781.25 feet along the arc of the curve to the point of tangency of the curve; thence 484.10 feet along the tangent to the point of curvature of a curve to the right having a radius of 716.20 feet and a central angle of $45^{\circ}20'$; thence 566.67 feet along the arc of the curve to the point of tangency of the curve; thence 330.9 feet along the tangent to the point of ending of the centerline of the 80 foot right-of-way herein described.

OWNER (S) :

Cecil Lee Scoggins
General Delivery
Calera, Alabama 35040

CECIL SCROGGINS

STATE OF ALABAMA }

SHELBY COUNTY }

SATISFACTION OF RECORDED LIEN

Know All Men By These Presents whereas the undersigned is the owner of that certain mortgage recorded in REAL Volume 398, Page 965, of the records of the office of the Judge of Probate, Shelby County, Alabama, and whereas the undersigned is willing to release from said mortgage that portion of the property set forth on Exhibit "A" attached hereto and incorporated herein by reference, for the acquisition of said property for right-of-way purposes by the City of Calera.

Now, in consideration of the premises, the undersigned _____
IRON AND STEEL CREDIT UNION, the mortgagee in the above said mortgage, does hereby declare said mortgage to be released and satisfied to the extent of the property set out on Exhibit "A" hereto and incorporated herein by reference and the lien created thereby to be hereby discharged.

Witness my hand and seal this 18th day of November, 1981.

Iron and Steel Credit Union
 By: Robert W. Smith
Attorney in Fact

STATE OF ALABAMA }
 COUNTY }

I, the undersigned Notary Public in and for said County in said State, hereby certify that Robert W. Smith whose name (as Atty in Fact of Iron and Steel Credit Union a corporation) is signed to the foregoing instrument, acknowledged before me on this day, that being informed of the contents of the instrument, he (as such officer and with full authority,) executed the same voluntarily (for and as the act of said corporation).

Given under my hand and Official seal this 18th day of November, 1981.

Belle R. Parsons
 NOTARY PUBLIC
 STATE OF ALA. SHELBY CO.
 1983 AUG 25 AM 8:32
James A. Brown, Jr.
 JUDGE OF PROBATE
 Rec 6.00
 Ind 1.00
 7.00

BOOK 349 PAGE 448