

THIS INSTRUMENT PREPARED BY:

63

Send Tax Notice To:

NAME: Dale Corley
2100 16th Avenue So.
ADDRESS: Birmingham, Al 35205

Charles A. Dauphin
2100 16th Ave So. Suite 304
Birmingham, Al - 35205

WARRANTY DEED (Without Survivorship) **Alabama Title Co., Inc.**

BIRMINGHAM, ALA.

STATE OF ALABAMA

Shelby

COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Sixteen Thousand and No/100 (\$16,000.00) Dollars

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, CCM, a partnership composed of Dale Corley and Rena B. Corley, being the sole partners of CCM, a partnership, and furthermore, being the spouses of the other,

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

CHARLES A. DAUPHIN AND JOEL E. DILLARD

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

Commence at the Southeast corner of the SW 1/4 of NE 1/4, Section 12, Township 22 South, Range 1 East; thence run Westerly along the South line of said SW 1/4 of NE 1/4 a distance of 600.03 feet to a point; thence turn an angle of 90 deg. 00 min. to the right and run Northerly a distance of 379.70 feet to the point of beginning; thence turn an angle of 56 deg. 35 min. 49 sec. to the left and run a distance of 185.53 feet to a point; thence turn an angle of 134 deg. 08 min. 48 sec. to the right and run a distance of 206.24 feet to a point; thence turn an angle of 80 deg. 00 min. to the right and run a distance of 50 feet, more or less, to the Datum plane of 397 feet above mean sea level as established by the USCG Survey; thence run in a Southwesterly direction along the said 397 foot contour line to the point of beginning. Said parcel is lying in the SW 1/4 of NE 1/4 of Section 12, Township 22 South, Range 1 East, and is subject to Flood rights of the Alabama Power Company to the Datum plane of 398 feet above mean sea level. ALSO a non-exclusive easement as described on Exhibit "A" attached hereto for ingress and egress. Situated in Shelby County, Alabama.

See Exhibit "B" attached hereto for Restrictions of Record.

Sixteen Thousand of the above stated consideration was paid for by the proceeds of a mortgage loan closed simultaneously hereon.
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 December, 1984

CCM, A PARTNERSHIP

Dale Corley (Seal)
Dale Corley
Rena B. Corley (Seal)
Rena B. Corley
(Seal)

Dale Corley (Seal)
BY: Dale Corley
Rena B. Corley (Seal)
RENA B. CORLEY
(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 CCM, A PARTNERSHIP COMPOSED OF DALE CORLEY AND RENA B. CORLEY, AND DALE CORLEY whose names are 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 December, A. D., 1984

Judith Zukertman
Notary Public.

EXHIBIT "A"

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

The easement herein granted shall consist of a strip of land forty feet wide with its boundaries parallel to an existing road and with its center in the mid point of said existing road entering the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ 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 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 of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 22 South, Range 1 East.

AND AN ADDITIONAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

Commence at the Southwest corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 12, T-22S, R-1E; thence run northerly along the west boundary line of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 50.56 feet to a point on the centerline of a private chert road said point being the point of beginning; thence turn the following angles and run the following distances along said centerline viz: 23°52'53" right for 48.91 feet; 21°44'19" left for 158.87 feet; 28°06'06" right for 122.56 feet; 09°14'09" right for 149.70 feet; 15°46'52" right for 35.76 feet; 50°23'05" right for 65.15 feet; 29°36'26" right for 151.99 feet; 19°38'13" left for 206.31 feet; 05°13'34" right for 226.18 feet; 25°50'23" left for 105.34 feet; 09°21'22" right for 125.47 feet; 07°14'42" left for 303.61 feet; 25°08'22" left for 102.61 feet; 16°54'03" left for 366.61 feet; 08°52'48" left for 241.26 feet; 52°41'07" left for 99.95 feet; 11°29'39" left for 103.62 feet; 14°23'32" right for 99.22 feet; 05°24'29" left for 102.00 feet; 00°42'02" right for 446.20 feet to a point on the north boundary line of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 12, T-22S, R-1E and the point of ending of the centerline herein described. Said road right-of-way shall be 15 feet wide on each side of the above described centerline and is lying in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, and SW $\frac{1}{4}$ of NE $\frac{1}{4}$, all in Section 12, T-22S, R-1E and contains 2.25 acres more or less including that part now occupied by a chert road.

EXHIBIT "B"

LESS AND EXCEPT THE FOLLOWING:

1. Easements, restrictions, rights of way of record.
2. Taxes for 1985 and subsequent years. 1985 taxes are a lien but not due and payable until October 1, 1985.
3. Permits to South Central Bell as recorded in Deed Book 325, Page 276; Deed Book 331, Page 367, and Deed Book 348, Page 429.
4. Agreement between CCM, a partnership, and George Bentley et al as trustees as to the location of easement as recorded in Deed Book 341, Page 281.
5. 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.
6. Power line as shown on survey provided to Lawyers Title Insurance Corp.
7. Easement as shown on survey provided Lawyers Title Insurance Corp. which touches Northwest portion of caption lands.
8. Rights of parties in possession, deficiency in quantity of land, boundary line disputes, roadways, unrecorded easements, or any matters not of record, which would be disclosed by an accurate survey and inspection of the premises.
9. Subject to that certain mortgage from CCM, a partnership to Joseph Wade and Lorraine S. Wade, dated January 18, 1980, and recorded in Mortgage Book 400, Page 42, in said Probate Office.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
See *File* 011-609
1984 DEC 13 PM 3:34

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec. 750
Ind. 100
850

BOOK 011 PAGE 608