

1319

WARRANTY DEED,
JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY)

That in consideration of ONE HUNDRED THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$132,000.00) to the undersigned GRANTOR, J. A. BROWN COMPANY, INC., a corporation, and VICTOR SCOTT, a married man, individually, (herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto

R. J. KOOYERS and wife, FRAN M. KOOYERS,

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama, to-wit:

Part of the NW 1/4 of NE 1/4 of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: From the northeast corner of said Section 30, run in a westerly direction along the north line of said Section for a distance of 1,971.25 feet to an existing iron pin being on the southeast right of way line of Shelby County Highway #11; thence turn an angle to the left of 52 deg. 48 min. and run in a southwesterly direction along said southeast right of way line for a distance of 255.36 feet to an existing iron pin being the point of beginning; thence turn an angle to the left of 90 deg. and run in a southeasterly direction for a distance of 419.13 feet to an existing iron pin; thence turn an angle to the right of 33 deg. 13 min. and run in a southeasterly direction for a distance of 87.92 feet to an existing iron pin; thence turn an angle to the right of 52 deg. 48 min. and run in a southwesterly direction for a distance of 192.63 feet to an existing iron pin; thence turn an angle to the right of 9 deg. 12 min. and run in a southwesterly direction for a distance of 150.51 feet to an existing iron pin; thence turn an angle to the right of 27 deg. 24 min. 10 sec. and run in a southwesterly direction for a distance of 159.81 feet to an existing iron pin; thence turn an angle to the left of 57 deg. 39 min. and run in a southwesterly direction for a distance of 213.85 feet to an existing iron pin; thence turn an angle to the right of 20 deg. 47 min. 12 sec. and run in a southwesterly direction for a distance of 304.20 feet, more or less, to a point on the south line of the NW 1/4 of NE 1/4 of said section; thence turn an angle to the right and run in a westerly direction along said south line for a distance of 398.81 feet to the southwest corner of said NW 1/4 of NE 1/4; thence turn an angle to the right and run in a northerly direction along the west line of said NW 1/4 of NE 1/4 for a distance of 300.57 feet to a point of intersection with the southeast right of way line of Shelby County Highway #11; thence turn an angle to the right and run in a northeasterly direction along the southeast right of way line for a distance of 240.68 feet; thence turn an angle to the right of 0 deg. 13 min. 30 sec. and run in a northeasterly direction along said southeast right of way line for a distance of 312.89 feet to an existing iron pin; thence turn an angle of 0 deg. 57 min. 10 sec. and run in a northeasterly direction along the southeast line of Shelby County Highway #11 for a distance of 243.22 feet to an existing iron pin; thence turn an angle to the right of 0 deg. 29 min. 50 sec. and run in a northeasterly direction along said southeast right of way line for a distance of 226.26 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

SUBJECT TO:

Right-of-Way granted to Shelby County by instrument recorded in Deed Book 180, Page 544 in Probate Office of Shelby County, Alabama.
Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights conveyed in Lease Book 336 page 424; and Lease Book 336 page 426 in Probate Office of Shelby County, Alabama.

Book 019 page 343
Merchants & Farmers
P.O. Box - 250

Grantors herein exclude from the warranty portion of this deed only that property outside the fence shown on the survey prepared by Laurence D. Weygand dated February 15, 1985, a reduced copy of which is attached and incorporated herein as Exhibit "A".

The property conveyed herein does not constitute the homestead of either of the Grantors.

\$72,000.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion. And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that it has a good right to sell and convey the same as aforesaid; that it will, and its successors and assigns 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, the said GRANTOR, J. A. BROWN COMPANY, INC., by its President, who is duly authorized to execute this conveyance, and VICTOR SCOTT, individually, hereto set their signatures and seals, this 25th day of February, 1985.

ATTEST:

J. A. BROWN COMPANY, INC.

Mary Lee Brown
Mary Lee Brown, Secretary

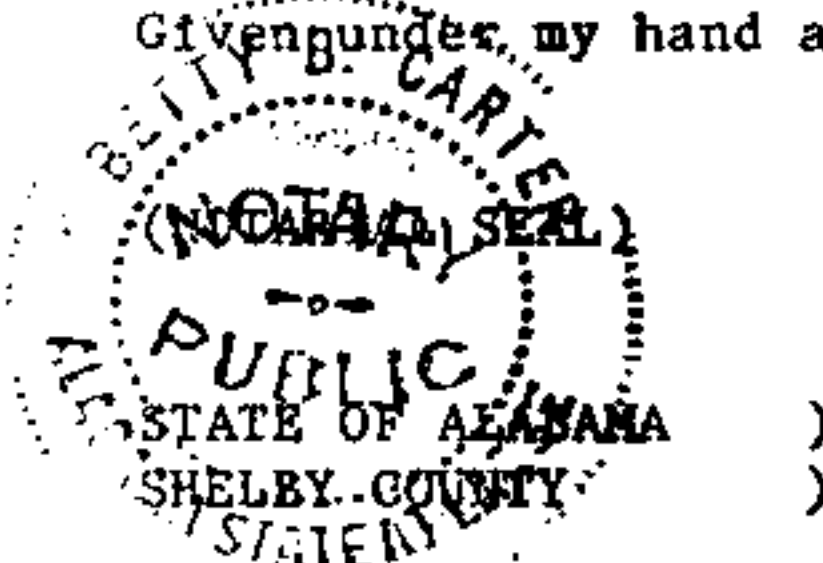
BY: J. A. Brown, Jr.
J. A. Brown, Jr., President

Victor Scott
Victor Scott

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. A. Brown, Jr., whose name as President of J. A. Brown Company, Inc., a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this 25th day of February, 1985.



Betty B. Carter
Notary Public

My Commission Expires July 13, 1985

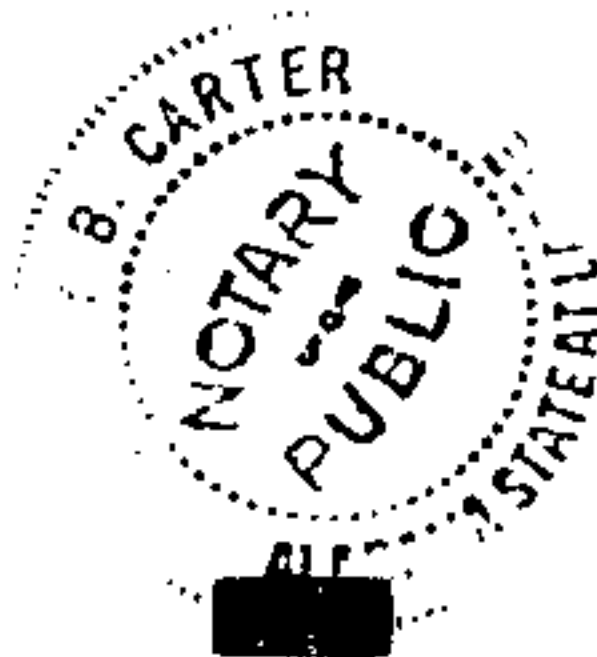
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Victor Scott, a married man, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed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

Given under my hand and official seal this 25th day of February, 1985.

(NOTARIAL SEAL)

Betty B. Carter
Notary Public

My Commission Expires July 13, 1985



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