

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

This instrument was prepared by

(Name) Mike T. Atchison, Attorney

(Address) Post Office Box 822, Columbiana, Alabama 35051

Form 1-1-27 Rev. 1-44

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Thirteen Thousand, One Hundred Twenty and no/100—Dollars

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

Martin Muller, a single man

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

Mildred Loraine Manning

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

A tract of land situated in the NE 1/4 of Section 32, Township 19 South, Range 1 East, Shelby County, Alabama, more particularly described as follows: Commence at the NE corner of the NE 1/4 of Section 32, Township 19 South, Range 1 East, Shelby County, Alabama and run West along the North line of said Section 645.61 feet to point of beginning; thence left 81 deg. 52 min. 49 sec. and run Southwesterly 440.71 feet; thence right 78 deg. 48 min. 05 sec. and run Westerly 280.00 feet; thence right 90 deg. 00 min. and run Northerly 451.98 feet to a point of intersection with the North line of said Section; thence right 93 deg. 04 min. 44 sec. and run East 366.12 feet to point of beginning. According to survey of W. M. Varnon, Reg. No. 9324, dated February 22, 1985. The acreage sold shall be conveyed by metes and bounds description which shall extend to the center of the road. Said road is a private road and is not dedicated as a public highway or street. The conveyance by which title will be transferred to purchaser shall create a right-of-way easement granting the rights of ingress and egress to the adjoining plots of land bordering said private road. The easement thus created shall be a perpetual easement appurtenant to and for the benefit of the adjoining land and purchaser hereby agrees that he will be bound by the terms thereof. Purchaser will be required to and agrees to repair and maintain the road by contributing his proportionate share of the total cost thereof in order to maintain accessibility to all acres bordering said private road. Purchaser's proportionate share shall be prorated according to the number of acres one has in proportion to the total number of acreages served by said road. This covenant to repair shall run with the land, and the cost of maintenance and repair of said road shall be a charge on the land in whosoever hands it shall be at the time of such maintenance or repair.

This property is subject to the following restriction, which shall attach and run with the land: There shall be no trailers placed on said property. Minerals and mining rights are reserved to the grantor.

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, I have hereunto set my hands(s) and seal(s), this 24<sup>th</sup> day of March, 1985

Deed TAX 13.50  
Rec 2.50  
Inst 1.00  
17.00  
STATE OF ALA. SHELBY CO  
I CERTIFY THIS INSTRUMENT WAS FILED  
MAY 15 PM 4:16

Martin Muller (Seal)  
Martin Muller (Seal)

STATE OF ALABAMA

SHELBY COUNTY

General Acknowledgment

I, \_\_\_\_\_ the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Martin Muller, a single 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 24 day of March, 1985

Nº 2. Office Porterfield, Shall, Baybridge  
Circle, Birmingham 35225

Walter S. Minnis Public