

This instrument was prepared by

(Name) Hue Van Le & Julie Phan Le
(Address) Rt. 1, Box 673
LCCDS, AL 35094

(Name) Mike T. Atchison, Attorney at Law
Post Office Box 822
(Address) Columbiana, Alabama 35051

Form 1-1-S Rev. 5/82

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Nineteen Thousand, Four Hundred Eighty and no/100----- DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Martin Muller, a single man

(herein referred to as grantors) do grant, bargain, sell and convey unto

Hue Van Le and Julie Phan Le

(herein referred to as GRANTEES) as joint tenants, with right of survivorship, 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 1161.94 feet to point of beginning; thence continue West along last described course 359.28 feet; thence left 93 deg. 04' 44" and run Southerly 479.25 feet; thence left 90 deg. 00' and run Northeasterly 358.77 feet; thence left 90 deg. 00' and run Northerly 460.05 feet to point of beginning.

According to survey of W. M. Varnon, Reg. No. 9324, dated April 10, 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 Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

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 hand(s) and seal(s), this 12th

day of June, 1985.

WITNESS:

1985 JUN 18 AM 10:51

Judge of Probate

Deed to 1950

Rec 250

Ind 100

2300

(Seal)

Martin Muller

Martin Muller

(Seal)

(Seal)

STATE OF ALABAMA

SHELBY

COUNTY

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 12th

day of

June

A.D., 1985

Douglas Key

Alaine D. Hughes

Notary Public.