

SEND TAX NOTICE TO:

(Name) Jerry Lucas and John P. Kelly

(Address) _____

1487

This instrument was prepared by

(Name) Mike T. Atchison, Attorney

(Address) P.O. Box 822

(Address) Columbiana, Alabama 35051

Form 1-1-27 Rev. 1-66

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the exchange of an option dated February 1, 1990 and recorded in Real Record 277, Page 178, in Probate Office.

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

Emmett W. Cloud, a married man

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

Jerry Lucas and John P. Kelly

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

A non-exclusive easement for ingress and egress/over and across the following described property, to-wit:

A sixty-foot easement over the existing dirt road lying in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 28, Township 19 South, Range 1 East, lying South of Shelby County Highway #55, said sixty-foot easement lying thirty feet on either side of the centerline of the existing dirt road, which runs in a generally Southern direction from Highway #55 to the South line of said 1/4-1/4.

Also, a non-exclusive easement for ingress and egress/over and across the South 60 feet of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 28, Township 19 South, Range 1 East, Shelby County, lying East of the centerline of the above described dirt road.

This easement is conditional in that upon exercise of the option recited above, this easement shall terminate automatically. No improvement of the existing road, or construction on the proposed easement shall be commenced until the expiration of the option.

THIS PROPERTY CONSTITUTES NO PART OF THE HOMESTEAD OF THE GRANTOR OR OF HIS SPOUSE.

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 GRANTEE, 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 GRANTEE, 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 19th day of April, 1990.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

90 APR 23 AM 9:52

JUDGE OF PROBATE

STATE OF ALABAMA

Shelby

COUNTY

Emmett W. Cloud

Emmett W. Cloud

1. Deed Tax \$ 1.50
2. Mtg. Tax \$ 0.00
3. Recording Fee \$ 2.50
4. Indenture Fee \$ 3.00
5. Notary Fee \$ 0.00
6. Certified Copy \$ 7.00
Total \$ 7.00
General Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Emmett W. Cloud, a married man whose name is 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 19th day of April, A. D., 1990