

This instrument is being rerecorded to reflect the recording information of that certain non-exclusive easement referenced herein. 90-23021

517  
1064

This Instrument Was Prepared By:

Frank K. Bynum, Esquire  
#17 Office Park Circle  
Birmingham, Alabama 35209

SEND TAX NOTICE TO:

Michael Spanos  
1524 Port South Lane  
Alabaster, AL 35007

STATE OF ALABAMA )  
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of FORTY FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) to the undersigned grantor, in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, SAMUEL H. RAMSEY and wife, LAVONNE E. RAMSEY, (herein referred to as Grantors) do grant, bargain, sell and convey unto MICHAEL SPANOS AND MARY SPANOS (herein referred to as Grantees) as joint tenants, with right of survivorship, the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

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The Northwest Quarter of the Southeast Quarter of Section 34, Township 20 South, Range 2 West, together with a non-exclusive easement created in that certain easement instrument dated February 28, 1985, and recorded in Book 020, Page 897, and Book 291, Page 465, recorded in the Office of the Judge of Probate of Shelby County, Alabama; further, Grantor conveys to Grantees, their heirs, successors and assigns, a non-exclusive, perpetual easement for ingress, egress and utilities, across the existing road located in the SW 1/4 and the SE 1/4 of the NW 1/4; and the NE 1/4 of SW 1/4 all in said Section 34 to the property conveyed herein.

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Grantors, their heirs, successors and assigns, reserve the right of ingress and egress over the existing road located on the property conveyed herein; however, such reservation shall only benefit the NE 1/4 of the SE 1/4, of Section 34, Township 20 South, Range 2 West. Grantees, their heirs, successors, and assigns, shall have the right to move the location of such existing road so long as any such movement is performed at the expense of the Grantees, their heirs, successors or assigns, and the resulting roadway is of equal quality to the existing road as it exists on this date.

The Grantors further reserve the right to flood the north line of the above described property and locate a portion of a dam thereon; this right and reservation is exclusive to the Grantors herein and does not run with the land.

Subject to existing easements, restrictions, set back lines, rights of ways, limitations, if any, of record.

\$38,000.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

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 we do for ourselves and for our heirs, executors, and administrators covenant with said Grantees, their heirs and assigns, that we are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and my 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.

✓  
Bynum Bynum

IN WITNESS WHEREOF, We have hereunto set our hands and seal,  
this 11th day of May, 1990.

*Samuel H. Ramsey*  
Samuel H. Ramsey

*Lavonne E. Ramsey*  
Lavonne E. Ramsey

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that SAMUEL H. RAMSEY and wife, LAVONNE E. RAMSEY whose names are signed to the foregoing conveyance, and who 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 the 11th day of May, 1990.

*Frank W. Byrd*  
Notary Public

My Commission Expires: 11/20/92

zspanos

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BOOK 291 PAGE 462

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

90 MAY 16 AM 8:35

*Thomas A. [Signature]*  
JUDGE OF PROBATE

NO TAX COLLECTED  
STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
90 JUN -7 PM 12:46

*Thomas A. [Signature]*  
JUDGE OF PROBATE

1. Deed Tax	-----	\$ 7.00
2. Mtg. Tax	-----	\$
3. Recording Fee	-----	\$ 5.00
4. Indexing Fee	-----	\$ 3.00
5. No Fox Fee	-----	\$
6. Certified Fee	-----	\$ 1.00
Total	-----	\$ 16.00

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2. Mtg. Tax	-----	\$
3. Recording Fee	-----	\$
4. Indexing Fee	-----	\$ 5.00
5. No Fox Fee	-----	\$ 3.00
6. Certified Fee	-----	\$ 7.00
Total	-----	\$ 15.00