

1556
SEND TAX NOTICE TO:

(Name) ✓ Scott and Shirley Coggins
Rt. 2 Box 197
(Address) Shelby AL 35142

This instrument was prepared by

(Name) Dale Corley

(Address) 2100 16th Avenue South, Birmingham, AL 35205

FM No. ATC 27 Rev. 5/82

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - ALABAMA TITLE CO., INC., Birmingham, AL.

STATE OF ALABAMA

Shelby COUNTY } KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One dollar (\$1.00) and other good and valuable consideration ~~XXXXXX~~

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,
CCM, a partnership composed of Dale Corley and Rena B. Corley, being the sole partners
of CCM, a partnership, and furthermore, being the spouses of the other,
(herein referred to as grantors) do grant, bargain, sell and convey unto
Shirley Coggins and Scott Coggins, an undivided one-half (1/2) interest in RBC

(herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in

Shelby County, Alabama to-wit:

LEGAL DESCRIPTION:

See Exhibit "A" attached hereto.

RESTRICTIONS OF RECORD:

See Exhibit "B" attached hereto.

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, we have hereunto set OUR hand(s) and seal(s), this 22nd day of April, 19 86

~~XXXXXX~~
Dale Corley (Seal)
Rena B. Corley (Seal)
Rena B. Corley (Seal)

CCM, a partnership
Dale Corley (Seal)
by: Dale Corley (Seal)
Rena B. Corley (Seal)
Rena B. Corley (Seal)

STATE OF ALABAMA

Jefferson COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CCM, a partnership composed of Dale Corley and Rena B. Corley, and Dale Corley and wife, Rena B. Corley signed to the foregoing conveyance, and who are 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 22 day of April, A. D., 19 86

Frank L. Bryson
Notary Public

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EXHIBIT "A"

The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 22 South, Range 1 East and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 12, Township 22 South, Range 1 East; except that part which would be either covered with or which either along or together with other lands would be entirely surrounded by waters of the Coosa River or its tributaries should such river or its tributaries be raised or backed up to that certain datum plane of 397 feet above mean sea level as established by the United States Coast and Geodetic Survey as adjusted in January 1955, together with the right to flood, cover or surround with water from time to time that portion of said lands which lies above such datum plane above mean sea level and which would be flooded covered with or, surrounded by water should such river or its tributaries be raised and backed up to that certain datum plane of 398 feet above such mean sea level; subject to flood rights of Alabama Power Company, together with condemnation rights acquired by Alabama Power Company by condemnation proceedings recorded in Probate Minutes and Final Record of Shelby County, Alabama in Book 8, Page 9 and in Book 7, Page 41, and together with all existing rights of way and easements; and together with the hereinafter described easement for ingress and egress and for the installation of utility lines, poles, pipes and necessary supporting facilities for the furnishing of gas, water, power, telephone, communication and sewage services to the property hereby conveyed.

The easement herein granted shall consist of a strip of land forty feet wide with its boundaries parallel to an existing road and with its center in the mid point of said existing road entering the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 22 South, Range 1 East, which said existing road enters said quarter-quarter section from the south at a point approximately 250 feet east of the west boundary of said quarter-quarter section and which said existing road intersects with another, or second, existing road running generally parallel to an existing fence line near the southern border of said quarter-quarter section and which said second existing road runs in a generally east-west direction and said easement shall continue from the intersection of the first and second existing roads and shall consist of a strip of land forty-feet wide, parallel to the southern boundary of said quarter-quarter section, except that in the event the northern border of said second existing road and its northern ditch is more than forty feet from the section line, then the easement shall extend to and include the northern ditch of said second existing road and said easement shall extend to the western boundary of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 22 South, Range 1 East.

EXHIBIT "B"

LESS AND EXCEPT THE FOLLOWING:

1. Easements, restrictions, rights of way of record.
2. Taxes for 1986 and subsequent years. 1986 taxes are a lien but not due and payable until October 1, 1986. *de*
3. Permits to South Central Bell as recorded in Deed Book 325, Page 276; Deed Book 331, Page 367, and Deed Book 348, Page 429.
4. Agreement between CCM, a partnership, and George Bentley et al as trustees as to the location of easement as recorded in Deed Book 341, Page 281.
5. EXCEPT that part which would be either covered with or which either along or together with other lands would be entirely surrounded by waters of the Coosa River or its tributaries should such river or its tributaries be raised or backed up to that certain datum plane of 397 feet above mean sea level as established by The United States Coast and Geodetic Survey as adjusted in January 1955, together with the right to flood, cover or surround with water from time to time that portion of said lands which lies above such datum plane above mean sea level and which would be flooded, covered with or surrounded by water should such river or its tributaries be raised and backed up to that certain datum plane of 398 feet above such mean sea level.
6. Power line as shown on survey provided to Lawyers Title Insurance Corp.
7. Portion of caption lands which lies South of fence and North of the South line of caption lands as shown by survey provided to Lawyers Title Insurance Corp.
8. Easement as shown on survey provided Lawyers Title Insurance Corp. which touches Northwest portion of caption lands.
9. Rights of parties in possession, deficiency in quantity of land, boundary line disputes, roadways, unrecorded easements, or any matters not of record, which would be disclosed by an accurate survey and inspection of the premises.
10. The agreement, unrecorded, with the grantor relating to an easement to be established for ingress and egress across the said property from adjoining land to the South of the same, such easement to be established at a later date and recorded, but the same to be not less than 30 feet in width and to travel across the subject property at a mutually agreed location.

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

90 JUN 21 AM 10:15

CLERK OF PROBATE

1. Deed Tax	46.00
2. Notary Fee	5.00
3. Recording Fee	2.50
4. Indexing Fee	3.00
5. N. Tax Fee	5.00
6. Certified Fee	1.00
Total	62.50