

55.50

MAIL TAX NOTICE TO: Agnes Parton  
2552 Mooney Road  
Columbiana, Alabama 35051

Consideration \$44,000.00

USDA-FmHA  
FmHA-AL427-4A  
(Rev. 10-27-76)

Position 5

This Instrument was Prepared by  
Mike T. Atchison, Attorney  
P.O. Box 822  
Columbiana, Alabama 35051

WARRANTY DEED

(For Transfer Cases - To Individuals)

STATE OF ALABAMA  
COUNTY OF SHELBY

THIS INDENTURE, made this 27th day of December, 19 90, between  
William J. Bailey and wife, Zella J. Bailey

of Shelby County, State of Alabama, party(ies) of the first part, and  
Agnes R. Parton, a single woman

of Shelby County, State of Alabama, party of the second part.

WITNESSETH: That the said party(ies) of the first part, for and in consideration of the sum of One Dollar (\$1.00) to them in hand paid by the party of the second part, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, has (have) granted, bargained, sold and conveyed and by these presents does (do) grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns in fee simple, forever, together with every contingent

remainder and right of reversion, the following-described real estate, lying and being in the County of SHELBY

, State of Alabama, to-wit:

SEE ATTACHED SHEET FOR LEGAL DESCRIPTION WHICH IS INCORPORATED HEREIN BY REFERENCE.

BOOK 325 PAGE 841

325 PAGE 841

The above-described real estate is subject to the following-described mortgage(s):

1. That certain mortgage to the United States of America executed by William J. Bailey and wife, Zella J. Bailey,

dated the 12th day of January, 19 79, and recorded in Mortgage Book 387

at Page 311, in the Office of the Judge of Probate of Shelby County, Alabama:

and the said party of the second part, by separate agreement executed as of the date hereof, assumes liability for and agrees to pay, as part of the consideration of this conveyance, all or a certain specified portion of the indebtedness secured by said mortgage(s).

TO HAVE AND TO HOLD unto said party of the second part, his heirs and assigns, in fee simple forever, together with every contingent remainder and right of reversion.

And the said party(ies) of the first part does (do) for themselves and for their heirs, executors, administrators

and assigns covenant with the party of the second part, his heirs and assigns, that they is (are) lawfully seized in fee simple of said premises; that the premises are free from all encumbrances except as hereinbefore set forth: that

they has (have) a good right to sell and convey the same as aforesaid; that they will and their heirs, executors, administrators and assigns shall warrant and defend the same to the said party of the second part and to the heirs, executors, administrators and assigns of said party forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said party(ies) of the first part has (have) hereunto set their hand(s) and seal(s), the day and year first above written.

William J. Bailey (LS)  
William J. Bailey

Zella J. Bailey (LS)  
Zella J. Bailey

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County and State, do

hereby certify that William J. Bailey and wife, Zella J. Bailey whose name(s) is(are) signed to the foregoing conveyance and who is (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 seal this 27th day of December, 19 90.

[Signature]  
Notary Public

(SEAL)

My Commission Expires 10/5/92

BOOK 325 PAGE 842

1990 DEC 27 3:52 PM

Commence at the NW corner of the SW 1/4 of the SE 1/4 of Section 32, Township 21 South, Range 1 East; thence proceed in a Southerly direction along the West boundary of said 1/4-1/4 Section for a distance of 56.04 feet; thence turn 90 degrees 42 minutes 08 seconds to the left and proceed along the South right of way line of County Highway #78 for a distance of 200.31 feet to the point of beginning of the parcel of land herein described; thence continue in an Easterly direction along said right of way for a distance of 130.0 feet, more or less, to a point being the NW corner of property owned by James Shiflett; thence turn an angle of 90 degrees 17 minutes 50 seconds to the right and run along the West boundary of said Shiflett property 335.27 feet to a point; thence turn an angle of 88 degrees 53 minutes 20 seconds to the right and run 130.00 feet to a point; thence turn 91 degrees 06 minutes 26 seconds to the right and run 337.12 feet to the point of beginning.  
 Said property is lying in the SW 1/4 of the SE 1/4 of Section 32, Township 21 South, Range 1 East, Shelby County, Alabama.

**SUBJECT TO:**

1. Taxes for 1991 and subsequent years. 1991 taxes are a lien but not due and payable until October 1, 1991.
2. Transmission line permits to Alabama Power Company as recorded in Deed Book 107, Page 187; and Deed Book 131, Page 289, in Probate Office.
3. Right of way to Shelby County as recorded in Deed Book 164, Page 474, in Probate Office.
4. Mortgage from William J. Bailey and wife, Zella J. Bailey, to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, dated January 12, 1979, recorded in Mortgage Book 387, Page 311, in Probate Office.

BOOK 325 PAGE 843

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

91 JAN 14 PM 12:29

*Thomas A. [Signature]*  
 JUDGE OF PROBATE

1. Deed Tax	-----	\$ 44.00
2. Mtg. Tax	-----	\$ 7.50
3. Recording Fee	-----	\$ 3.00
4. Indexing Fee	-----	\$ 1.00
5. No Tax Fee	-----	\$ 0.00
6. Certified Fee	-----	\$ 1.00
<b>Total</b>	<b>-----</b>	<b>\$ 56.50</b>