

446

This instrument was prepared by:
 L. Stephen Wright, Jr., Esq.
 2125 Morris Avenue
 Birmingham, Alabama 35203

Send Tax Notice to:
 Melanie Richardson Peeler
 5216 Cherokee Trail
 Helena, Alabama 35080

42,500.00

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
 JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS

That in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned Grantor, Leonard K. Peeler, Jr., a single man formerly married to Melanie R. Peeler (hereinafter referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Melanie R. Peeler, a single woman formerly married to Leonard K. Peeler, Jr. (hereinafter referred to as GRANTEE), the following described real estate, situated in Shelby County, Alabama, to-wit:

PARCEL "A": A parcel of land in the SW 1/4 of NE 1/4 of Section 18, Township 20 South, Range 2 West, shown as Lots 1 and 2 on a map entitled Lake O'Springs, dated 23rd December 1959 signed by Edward A. Roberts, Sr., Reg. No. 1623, more particularly described as follows: COMMENCE at the southwest corner of said quarter-quarter section; thence in a northerly direction along the west line of said quarter-quarter section a distance of 429.9 feet; thence 90° right in an easterly direction a distance of 204.62 feet to the southerly corner of said Lot 1; thence 140° 41' to the left in a northwesterly direction a distance of 140 feet to the point of beginning; thence 180° in a southeasterly direction along the southwesterly line of said Lot 1 a distance of 140 feet; thence 62° 29' to the left in a northeasterly direction a distance of 187 feet; thence 88° to the left in a northwesterly direction a distance of 152 feet to the bank of the lake; thence in a southwesterly direction meandering along the bank, at the water line a distance of 310 feet, more or less, to point of beginning, containing 0.75 acres, more or less.

PARCEL "B": The SW 1/4 of NE 1/4; the East 70 feet of the N 1/2 of N 1/2 of SE 1/4 of NW 1/4; and the east 180 feet of the S 1/2 of N 1/2 of SE 1/4 of NW 1/4 and the east 250 feet of the S 1/2 of SE 1/4 of NW 1/4 and the south 20 feet of the west 1070 feet of the S 1/2 of SE 1/4 of NW 1/4 of Section 18, all in Township 20 South, Range 2 West. Also a part of the S 1/2 of SE 1/4 of NW 1/4 of Section 18, Township 20 South, Range 2 West, described as follows: COMMENCE at the southeast corner of SE 1/4 of NW 1/4 of Section 18 and run west along the south boundary of said quarter-quarter section for 250 feet to a point; thence run north and parallel to east boundary of said quarter-quarter section a distance of 20 feet to point of beginning of tract herein described; thence run west and parallel to south boundary of said quarter-quarter section for 981 feet, more or less, to point on the east right of way line of road; thence run northerly along east right of way line of said road 15 feet; thence run south 89° 20' east for 600 feet, more or less to a point in center line of a ditch; thence run north 19° 26' east for 694 feet, more or less, to a point in center line of ditch; thence run east and parallel to south line of said quarter-quarter section for a distance of 150 feet to a point (also being northwest corner of east 250 feet of S 1/2 of SE 1/4 of NW 1/4); thence run south and parallel to east boundary of said quarter-quarter section for 662.8 feet, more or less to the point of beginning.

BOOK 362 PAGE 641

Peeler Diversified Enterprises, Inc.
 P.O. Box - 478

Excepted from Parcel B is that portion of the SW 1/4 of the NE 1/4 of Section 18, Township 20 South, Range 2 West, described above as Parcel A.

GRANTOR further grants to GRANTEE the following easement:

An easement fifty (50) feet in width for ingress, egress, vehicular and pedestrian traffic and utilities lying immediately north and east of the following described boundary of said easement:

Commence at the Southwest corner of the Southeast quarter of the Northwest quarter of Section 18, Township 20 South, Range 2 West, Shelby County, Alabama, thence run Easterly along the South line of said quarter-quarter 696.88' more or less to a point in the centerline of a channeled ditch, thence run North 19 degrees 26 minutes East along centerline of said ditch 12.22' to a point, thence continue along last described course 688.14' to a point on the North line of the South one half, of the Southeast quarter of the Northwest quarter of said Section 18, thence run Westerly along said Half quarter-quarter line 498.86' to a point, thence 77 degrees 28 minutes left and run Southwesterly 100.0' to a point, thence 77 degrees 28 minutes right and run Westerly 150.0' to a point on the East right of way line of Shelby County Highway number 35, A.K.A. The Upper Fungo Hollow Road, thence 77 degrees 28 minutes left and run Southwesterly along said East right of way line of said Highway 35, 233.88' to the point of beginning of the south and west boundary of said easement, thence 102 degrees 38 minutes left and run Easterly 153.72' to a point, thence 102 degrees 38 minutes right and run Southwesterly 100.0' to a point, thence 20 degrees 45 minutes left Southeasterly to a point on the south line of said quarter quarter section, thence easterly along the south line of said quarter quarter section to the point of intersection of the south line of said quarter quarter section with the channeled ditch referred to above and referred to in the description of "Track I" in that certain deed dated May 2, 1981, and recorded in Book 322, page 841, in the Office of the Judge of Probate of Shelby County, Alabama, and the point of the point of ending of the south and west boundary of said easement.

Subject to easements, restrictions and reservations of record, if any.

This instrument was prepared pursuant to that certain Order on Rule Nisi and for Modification, Case No. DR 89 1658 JGB, in the Circuit Court of Jefferson County, Alabama.

This instrument was prepared without benefit of a title binder or other title information and the legal description was furnished by the client.

And subject to the foregoing, GRANTOR will warrant and forever defend the right and title to the said bargained premises unto GRANTEE against the claims of all persons owning, holding, or claiming by, through, or under GRANTOR, which claims are based upon matters occurring subsequent to GRANTOR'S acquisition of the bargained premises and prior to the date of delivery of this deed.

IN WITNESS WHEREOF, the said GRANTOR has hereto set his signature and seal this 21 day of FEBRUARY, 1991.

 (SEAL)
LEONARD K. PEELER, JR.

BOOK 362 PAGE 642

PAGE 3

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Leonard K. Peeler, Jr., a single man formerly married to Melanie R. Peeler, signed 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.

Given under my hand and official seal this the 27 day of February, 1991.

Michael S. Ballantyne
NOTARY PUBLIC

BOOK 362 PAGE 643

NOTARY PUBLIC
I CERTIFY THIS
INSTRUMENT WAS FILED

91 SEP -9 AM 9:46

JUDGE OF PROBATE

1. Deed Tax	<u>42.50</u>
2. Mig. Tax	<u>7.50</u>
3. Recording Fee	<u>3.00</u>
4. Indexing Fee	<u>1.00</u>
5. No Tax Fee	<u>1.00</u>
6. Certified Fee	<u>1.00</u>
Total.....	<u>54.00</u>