

THIS DEED IS BEING RE-RECORDED TO CORRECT THE SPELLING OF THE GRANTEE'S LAST NAME.

1326

1296

1.50
4.00
5.00

10.50

This Instrument Was Prepared By:

SEND TAX NOTICE TO:

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

James VIARS

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of FOURTEEN THOUSAND AND NO/100 DOLLARS (\$14,000.00) to the undersigned grantor in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, JOHN P. LEONARD and wife, CINDY W. LEONARD, (herein referred to as Grantors) do grant, bargain, sell and convey unto JAMES VIARS AND DOROTHY VIARS (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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Begin at the SW corner of the East Half of the SE 1/4 of the NE 1/4 of Section 11, Township 19 South, Range 1 West; thence North 0 Deg. 03' 20" East along the West line of said East 1/2 100.00 feet; thence South 89 deg. 20' East 391.19 feet to the West line of a 25.00 foot easement, thence South 6 deg. 48' West along said easement line 100.58 feet thence South 00 deg. 29' West along said easement line 127.39 feet; thence North 89 deg. 31' West 379.38 feet to the west line of East 1/2 of NE 1/4 of SE 1/4; thence North 0 deg. 29' East 128.59 feet to the point of beginning. Containing 2.00 acres.

BOOK

Being a part of the East 1/2 of the NE 1/4 of the SE 1/4 and a part of the E 1/2 of the SE 1/4 of NE 1/4 of Section 11, Township 19 South, Range 1 West, and being according to survey of F. W. Meade, Registered Land Surveyor, dated February 5, 1991.

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Also, a non-exclusive easement for ingress and egress to and from the above described parcel, and to and from other parcels now or formerly owned by the grantor, Earl Brasher, and to and from Shelby County Highway No. 43, which is also known as the Bear Creek Road, said easement being more particularly designated and described as being a uniform width of 25.00 feet, the center line thereof being described as follows: Commence at the SE corner of the NE 1/4 of SE 1/4 of Section 11, Township 19 South, Range 1 West; thence North 89 deg. 04' West along the South line of same 293.15 feet to the point of beginning of the center line of 25.00 foot easement; thence North 0 deg. 29' East 1,333.87 feet to the South line of the SE 1/4 of NE 1/4 of said Section 11; thence North 6 deg. 48' East 201.97 feet; thence North 36 deg. 47' West 106.56 feet; thence North 4 deg. 01' West, 382.46 feet; thence North 22 deg. 13' West 293.34 feet; thence North 30 deg. 27' West 183.95 feet to the southerly right of way line of Bear Creek Road, and the end of easement. Subject to easements and rights of way of record.

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

\$12,500.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

Subject to that certain mortgage to The First National Bank of Columbiana, recorded in Book 301, Page 638, in the Office of the Judge of Probate of Shelby County, Alabama.

INITIAL
 CC
 D.J.V.

The undersigned Grantees herein accept delivery of title by this deed knowing that it is subject to an outstanding mortgage, debt or lien which is an encumbrance upon this property and agree that said mortgage debt or lien may be permissibly outstanding and remain unpaid until such time as Grantees' mortgage indebtedness closed simultaneously herewith is paid in full. Grantees have the right to cure any defects or pay any claims arising from same if necessary to protect their interest and offset any amounts paid against debts or obligations to grantor.

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 myself and for my 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 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 hands and seal, this 8th day of February, 1991.

James Vairs John P. Leonard
 JAMES VAIRS JOHN P. LEONARD
Dorothy Vairs Cindy W. Leonard
 DOROTHY VAIRS CINDY W. LEONARD

STATE OF ALA. SHELBY CO.
 I CERTIFY THIS INSTRUMENT WAS FILED
 91 FEB 21 AM 10:48

1. Deed Tax	1.50
2. Misc. Tax	5.00
3. Recording Fee	3.00
4. Indexing Fee	3.00
5. Notary Fee	1.00
6.
Total	10.50

STATE OF ALABAMA)
 COUNTY OF JEFFERSON)

William H. ...
 JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JOHN P. LEONARD and wife, CINDY W. LEONARD whose names are 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 the 8th day of February, 1991.

My Commission Expires: 11-20-92

Frank L. Boyer
 Notary Public

STATE OF ALABAMA)
 COUNTY OF JEFFERSON)

De. Rec
 91 OCT 23 AM 10:17

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JAMES VAIRS AND DOROTHY VAIRS whose names are 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 the 8th day of February, 1989.

My Commission Expires: 11-20-92

Frank L. Boyer
 Notary Public

91 OCT 23 AM 10:17
 JUDGE OF PROBATE
 I CERTIFY THIS INSTRUMENT WAS FILED

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BOOK 330 PAGE 275

Rec 5.00
 Seal 3.00
 Not 1.00
 No TAX 10.00