

THIS INSTRUMENT PREPARED BY  
ROBERT HENBY  
STATE OF ALABAMA HIGHWAY  
DEPARTMENT, BUREAU OF RIGHT  
OF WAY, MONTGOMERY, ALABAMA 36130

STATE OF ALABAMA )

COUNTY OF SHELBY )

TRACT NO. 33 REV. 2

## FEE SIMPLE

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum of

\$ 7,200 <sup>00/100</sup> dollars, cash in hand paid to the undersigned by the State of

Alabama, the receipt of which is hereby acknowledged, we (I), the undersigned,  
grantor(s), Derek A. Smith and Angela M. Smith, husband and wife, have (has) this day

bargained and sold, and by these presents do hereby grant, bargain, sell and  
convey unto the State of Alabama the following described property, lying and  
being in Shelby County, Alabama, and more particularly

described as follows: and as shown on the right-of-way map of Project No.  
S-44-10 of record in the State of Alabama Highway Department, a copy of which  
is also deposited in the Office of the Judge of Probate of Shelby County,  
Alabama as an aid to persons and entities interested therein and as shown on  
the Property Plat attached hereto and made a part hereof:

Commencing at the northeast corner of the SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 20, T-22-S,  
R-2-W; thence westerly along the north line of said SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , a distance of  
498 feet, more or less, to the present southwest right-of-way line of County  
Road No. 20; thence northwesterly along said present southwest right-of-way  
line, a distance of 14 feet, more or less, to a point that is southwesterly of  
and at right angles to the traverse of said county road at Station 10+75 and  
the point of beginning of the property herein to be conveyed; thence  
southwesterly along a line, a distance of 5 feet, more or less, to a point  
that is 20 feet southwesterly of and at right angles to the traverse of said  
county road at Station 10+75; thence northwesterly along a line, a distance of  
45 feet, more or less, to a point that is 40 feet southeasterly of and at  
right angles to the centerline of Project No. S-44-10 at Station 323+75;  
thence S 66° 00' 11" W, parallel with the centerline of said project, a  
distance of 35 feet, more or less, to the southwest property line; thence  
northwesterly along said southwest property line, a distance of 22 feet, more  
or less, to the present southeast right-of-way line of Alabama Highway No. 25;  
thence northeasterly along said present southeast right-of-way line, a  
distance of 65 feet, more or less, to the present southwest right-of-way line  
of said County Road No. 20; thence southeasterly along said present southwest  
right-of-way line, a distance of 50 feet, more or less, to the point of  
beginning.

Inst # 1992-20152

James E. Vann  
1900 Southtrust Towers  
Birmingham, AL 35203

09/15/1992-20152  
02:41 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MJS 15.00

Said strip of land lying in the E $\frac{1}{2}$  of SE $\frac{1}{4}$ , Section 20, T-22-S, R-2-W and containing 0.036 acre, more or less.

To Have and To Hold, unto the State of Alabama, its successors and assigns in fee simple forever.

And for the consideration, aforesaid, we (I) do for ourselves (myself), for our (my) heirs, executors, administrators, successors, and assigns covenant to and with the State of Alabama that we (I) are (am) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that we (I) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that we (I) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

The grantor(s) herein further covenant(s) and agree that the purchase price above-stated is in full compensation to them (him-her) for this conveyance, and hereby release the State of Alabama and all of its employees and officers from any and all damages to their (his-her) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance, or repair of any public road or highway that may be so located on the property herein conveyed.

In witness whereof, we (I) have hereunto set our (my) hand(s) and seal this the 15 day of September, 1992.



Angela Smith

ACKNOWLEDGMENT

STATE OF ALABAMA )

COUNTY OF Shelby )

I, James E. Vann, a Notary Public, in and for said County in said State, hereby certify that Dr. A. Smith and Angela whose name(s) 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15 day of September 19 52.

James E. Vann  
NOTARY PUBLIC  
My Commission Expires 2/2/56

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

\_\_\_\_\_ County

I, \_\_\_\_\_, a \_\_\_\_\_ in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of the \_\_\_\_\_ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_.

\_\_\_\_\_  
Official Title \_\_\_\_\_

to

STATE OF ALABAMA

WARRANTY DEED

STATE OF ALABAMA

County of \_\_\_\_\_

I, \_\_\_\_\_

Judge of Probate in and for said State and County, hereby certify that the within conveyance was filed in my office at \_\_\_\_\_ o'clock \_\_\_\_\_ M., on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, and duly recorded in Deed Record \_\_\_\_\_ page \_\_\_\_\_. Dated \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Judge of Probate

\_\_\_\_\_ County, Alabama.

