

This instrument was prepared by

**Mitchell A. Spears**

ATTORNEY AT LAW

P.O. Box 119

Montevallo, AL 35115-0091

205/665-5102

205/665-5076

Send Tax Notice to: Celeste L. Nunnally  
(Name) David P. Gray

(Address) 5660 Spring Creek Road

Montevallo, AL 35115

MARKET VALUE: \$126,000.00

**WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR**

**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 DOLLARS  
to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,  
CELESTE L. NUNNALLY and husband, DAVID P. GRAY

(herein referred to as grantors) do grant, bargain, sell and convey unto  
CELESTE L. NUNNALLY and husband, DAVID P. GRAY

(herein referred to as GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of  
them in fee simple, the following described real estate situated in SHELBY County,  
Alabama to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HERewith,  
AS THOUGH FULLY SET OUT HEREIN.

Inst # 1996-29733

09/10/1996-29733  
08:34 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NCD 12.00

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them,  
then to the survivor of them in fee simple, and to the heirs and assigns for such survivor forever.

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 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 5/1  
day of September, 19 96

WITNESS

(Seal)

(Seal)

(Seal)

Celeste L. Nunnally (Seal)  
David P. Gray (Seal)

**STATE OF ALABAMA**

**SHELBY**

**COUNTY**

**General Acknowledgment**

I, the undersigned authority, a Notary Public in and for said County, in said State,  
hereby certify that Celeste L. Nunnally and husband, David P. Gray  
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 5/1 day of September, A.D. 19 96

My Commission Expires 9/97

Notary Public

Inst # 1996-29733

**EXHIBIT "A"**

A part of the NE 1/4 of Section 7 and the NW 1/4 of Section 8, Township 22 South Range 2 West, Shelby County, Alabama, more particularly described as follows:

**PARCEL I**

Commence at the NE corner of the NE 1/4 of Section Township 22 South, Range 2 West Shelby County, Alabama and run South 0 deg. 35 min. 16 sec. West for 290.00 feet to point of beginning; thence continue South 0 deg. 35 min. 16 sec. West for 1019.73 feet to a point of intersection with the Northwestern right of way line of Shelby County Road No. 226; thence South 50 deg. 08 min. 56 sec. West for 18.74 feet to an iron pin; thence right 42 deg. 41 min. 55 sec. and run Westerly for 1185.24 feet; thence right 57 deg. 45 min. and run Northwesternly for 1012.17 feet to a point of intersection with the Southeastly right of way line of Shelby County Highway No. 12; thence right 92 deg. 35 min. 30 sec. to chord and run Northeastly a chord distance of 817.29 feet to a right of way marker; thence right 81 deg. 20 min. 23 sec. and run Southeastly for 450.00 feet; thence left 51 deg. 16 min. 38 sec. and run Easterly for 808.64 feet to point of beginning; being situated in Shelby County, Alabama.

**Parcel II**

Commence at the NW corner of the NW 1/4 of Section 8, Township 22 South, Range 2 West, Shelby County, Alabama and run South 0 deg. 35 min. 16 sec. for 1019.73 feet to a point of intersection with the Northwestern right of way line of Shelby County Road No. 226; thence left 127 deg. 28 min. 23 sec. and run Northeastly along said road right of way line for 230.00 feet; thence left 90 deg. 00 min. and run Northwesternly for 300.04 feet to a point of intersection with the West line of said Section 8; thence left 142 deg. 31 min. 37 sec. and run South along said Section line for 378.05 feet to point of beginning; being situated in Shelby County, Alabama.

**LESS and EXCEPT:**

A tract of land situated in the NE 1/4 of Section 7, and the NW 1/4 of Section 8, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the NE corner of Section 7, Township 22 South, Range 2 West, Shelby County, Alabama and run South 00 deg. 35 min. 16 sec. West along the East line of said Section 7 for 1019.73 feet to a point of intersection with the Northwestern right of way line of Shelby County Road No. 226, and point of beginning; thence North 53 deg. 06 min. 53 sec. East for 230.00 feet; thence left 90 deg. 00 min. and run North 36 deg. 53 min. 06 sec. West for 300.04 feet; thence North 00 deg. 35 min. 16 sec. East for 98.00 feet; thence North 89 deg. 24 min. 44 sec. West for 380.00 feet; thence South 00 deg. 35 min. 16 sec. West for 470.77 feet; thence South 87 deg. 09 min. 09 sec. East for 366.03 feet; thence North 50 deg. 08 min. 56 sec. East for 18.74 feet to the point of beginning; being situated in Shelby County, Alabama.

**SUBJECT TO:**

Property taxes for 1996 and subsequent years.


Mineral and mining rights are not insured.

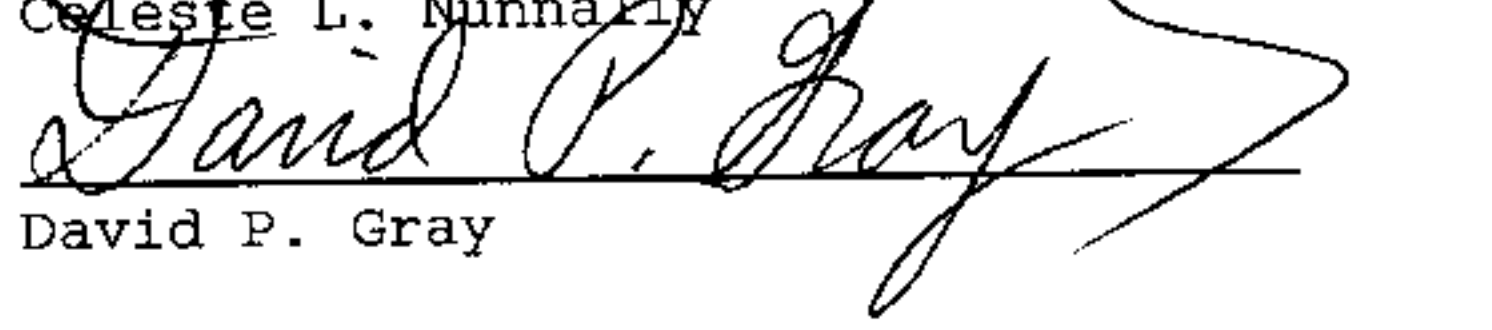
Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 126 page 165 and Deed 213 page 421 in Probate Office.

Location of 20 foot easement to the Water Works Board of the Town of Calera as shown by instrument recorded in Deed 186 pages 24 and 28 and as set out on survey by Joe Muncher dated September 13, 1994.

**FIRST MORTGAGE EXECUTED BY GRANTEES HEREIN, ON EVEN DATE HERewith, IN FAVOR OF MERCHANTS & PLANTERS BANK, IN THE SUM OF \$126,000.00.**

Dated: 9/5/96

  
Celeste L. Nunnally

  
David P. Gray