

STATE OF ALABAMA

**

** SURVIVORSHIP WARRANTY DEED

SHELBY COUNTY

**

THIS INDENTURE, is made and entered into by and between **JOHN W. BATES, a married man** AND **D. CHARLES BATES, a married man**, hereafter referred to as Grantors, and **LARRY McNAC and wife, ANGELA McNAC**, herein referred to as Grantees,

WITNESSETH:

That Grantor, For and in consideration of the sum of ten and no/100 Dollars to Grantor cash in hand paid by Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, has this day given, granted, bargained, sold, and conveyed, and does by these presents give, grant, bargain, sell and convey to Grantees, as Tenants in Common and not as Joint Tenants, 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 lying and being situated in the County of Shelby, State of Alabama, to-wit:

A part of the East ½ of the NE 1/4 of the SE 1/4 of Section 2, Township 24 North, Range 12 East, described as follows:

Commence at the S.E. Corner of Section 2 and go North 00 degrees 29 minutes 58 seconds West along the East boundary of said Section 2 for 2436.01 feet to the South boundary of Highway No. 25; thence South 87 degrees 12 minutes 09 seconds West along said South boundary for 467.07 feet to the Point of Beginning; thence continue South 87 degrees 12 minutes 09 seconds West along the South boundary of said Highway No. 25 for 86.98 feet; thence South 24 degrees 45 minutes 51 seconds West along an existing fence for 177.29 feet; thence South 02 degrees 34 minutes 42 seconds West along an existing fence for 476.61 feet; thence South 88 degrees 00 minutes 49 seconds East along an existing fence for 308.04 feet; thence North 08 degrees 39 minutes 30 seconds East for 218.18 feet; thence North 11 degrees 57 minutes 37 seconds West for 446.02 feet to the point of beginning.

ALSO an Easement for the purposes of ingress and egress and the location of public utilities to and from a public road, a non-exclusive perpetual easement is dedicated for that purpose described as follows: Commence at the S.E. Corner of Section 2 and go North 00 degrees 29 minutes 58 seconds West along the East boundary of said Section 2 for 2436.01 feet to the South boundary of Highway No. 25; thence South 87 degrees 12 minutes 09 seconds West along said South boundary for 508.89 feet to the point of beginning of a joint use drive being 10.00 feet either side of and parallel to a line described as follows: go South 27 degrees 53 minutes 00 seconds East for 54.13 feet; thence South 23 degrees 36 minutes 05 seconds East for 221.64 feet; thence South 03 degrees 09 minutes 50 seconds East for 184.23 feet to the end of said easement.

SUBJECT TO: An Easement for the purposes of ingress and egress and the location of public utilities to and from a public road over and across that portion of the above described easement which crosses the parcel herein conveyed, said easement simultaneously conveyed herewith by Grantors herein to David Dewees and wife, Sheila Dewees.

Subject to taxes for the current year and any easements, restrictions or reservation of record and as located.

The above described property does not constitute any portion of the Grantors homestead.

To Have and To Hold the above described property with the tenements, hereditament, appurtenances, and improvements thereunto belonging, or in anyway appertaining, unto Grantees

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as Tenants in Common and not as Joint Tenants, for and during their joint lives, and upon the death of either of them, then to the survivor of them and to the heirs and assigns of such survivor, in fee simple, together with every contingent remainder and right of reversion.

And Grantor covenants and agrees with Grantees that Grantor is lawfully seized of an indefeasible estate in fee simple in and to the real property herein conveyed; that Grantor has good right to sell and convey same; that said real property is free from all encumbrance, and Grantor does warrant and will forever defend the title thereto against the lawful claims and demands of all persons whomsoever, except for taxes for the current year and any easements, restrictions or reservations of record or visible, encumbrances, mineral rights heretofore conveyed, excepted or reserved, and any outstanding rights of redemption.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Given under my hand and seal this 12th day of December, 1996.


JOHN W. BATES


D. CHARLES BATES

ADDRESS OF GRANTEE:

3962 Hwy 25
Montevalle, AL 35115

STATE OF ALABAMA

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COUNTY OF CALHOUN

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I, the undersigned, a Notary Public in and for said State and County, hereby certify that **JOHN W. BATES AND D. CHARLES BATES**, whose name 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 the conveyance, executed the same on the day the same bears date

Given under my hand and seal on the 12th day of December, 1996.


Notary Public

My Commission Expires 11-11-2000

Inst # 1996-42029
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SHELBY COUNTY JUDGE OF PROBATE
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