

This Instrument Prepared By:  
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Attorney at Law  
1318 Alford Avenue Suite 101  
Birmingham, Alabama 35226

Send Tax Notice To:  
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**WARRANTY DEED**

11/24/1998-46899  
01:26 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CRH 43.00

STATE OF ALABAMA )  
SHELBY COUNTY )

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of One Hundred Sixty Thousand and no/100 Dollars (\$160,000), to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, I, W. Paul Yeager and wife Clara Y. Yeager (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto John R. Wynn (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Described on Exhibit A attached hereto and incorporated by reference herein.

**SUBJECT TO:** (1) Taxes due in the year 1999 and thereafter; (2) Easements, restrictions and mineral severance of record (3) Riparian rights, if any and any portion, if any, lying within Peavine Creek.

One Hundred Twenty-eight Thousand Dollars (\$128,000.00) of the consideration recited herein was derived from a mortgage loan closed simultaneously herewith.

Grantor represents and warrants that there are no assessments due any governmental or quasi governmental authority with respect to the Property conveyed herein.

The Easement described on Exhibit A is a nonexclusive easement for vehicular and pedestrian ingress, egress and utilities. An asphalt roadway exists on said easement. Grantors, their heirs, successors and assigns and Grantee, his heirs, successors and assigns shall maintain such roadway in a good, passable condition, such maintenance cost to be shared equally in proportion to the number of easement users. Notwithstanding the foregoing, should any easement user damage such roadway, such easement user shall solely be responsible to repair such damage.

**TO HAVE AND TO HOLD** to the said Grantee, its successors and assigns forever.

And we do for ourselves and for our heirs, executors and administrators, covenant with said Grantee, their successors and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated 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 Grantee, his successors and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, the undersigned has hereunto set his hand and seal, this the 20 day of NOVEMBER, 1998.

W. Paul Yeager  
W. PAUL YEAGER  
Clara Y. Yeager  
CLARA Y. YEAGER

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W. PAUL YEAGER AND CLARA Y. YEAGER, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of the foregoing instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 20 day of NOVEMBER, 1998.

Notary Public [Signature]  
My Commission Expires: 3-1-2002

Inst # 1998-46899

# EXHIBIT 'A'

A parcel of land located in the W 1/2 of the NE 1/4 of Section 21, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW corner of the NE 1/4 of NE 1/4 of said Section 21; thence South 3 deg. 41 min. 33 sec. West along the West line of said 1/4 1/4 Section for a distance of 584.63 feet to the point of beginning; thence South 44 deg. 40 min. 34 sec. West a distance of 492.20 feet; thence South 90 deg. 00 min. 00 sec. West a distance of 622.29 feet; thence North 44 deg. 40 min. 34 sec. East a distance of 492.20 feet; thence North 90 deg. 00 min. 00 sec. East a distance of 622.29 feet to the point of beginning; being situated in Shelby County, Alabama.

ALSO: A 15 foot wide easement lying 7.5 feet on each side of the following described centerline: Commence at the NW corner of the NE 1/4 of NE 1/4 of said Section 21; thence South 85 deg. 03 min. 15 sec. East along the North line of said 1/4 1/4 Section for a distance of 257.22 feet; thence South 42 deg. 53 min. 47 sec. West a distance of 759.15 feet to the point of beginning; thence continue along last described course for a distance of 49.68 feet to the end of said easement and the beginning of a 15 foot easement as recorded in Inst. #1996-06788 in the Office of the Judge of Probate of Shelby County, Alabama.

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