

TITLE NOT EXAMINED

SEND TAX NOTICE TO:

(Name) Lester & Shirley McKinney

(Address) 290 Dogwood Lane, Vincent, Alabama 35178

This instrument was prepared by:

Sterling L. DeRamus

2015 First Avenue North

Birmingham, Alabama 35203

Inst # 1999-00163

01/04/1999-00163

**WARRANTY DEED 7 PM CERTIFIED
SHELBY COUNTY JUDGE OF PRIVATE
005 CH 19.00**

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten dollars (\$10.00) and for settlement of that certain lawsuit filed in Shelby County Circuit Court Numbered CV-97-437 (a copy of settlement agreement is attached hereto and incorporated herein by reference) and other good and valuable consideration to the undersigned grantor, in hand paid by the grantees herein, the receipt of which is hereby acknowledged, we, L.B. and Lounell Brasher, (herein referred to as Grantors), do grant, bargain, sell, and convey unto Lester McKinney and Shirley McKinney, (herein referred to as Grantees) jointly with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to wit:

A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 11, Township 18 South, Range 1 East, in Shelby County, Alabama and being more particularly described as follows:

Commence at the SE corner of the NE quarter of the NE quarter, Section 11, Township 18 South, Range 1 East, thence West 190.5 feet to the point of beginning of the property herein described, said point of beginning being marked by a boundary marker stake; thence North 280 feet to the South right of way line of County Road #50; thence South-Westerly 240 feet along the South right-of-way line of County Road #50; thence South 100 feet; thence East 150 feet to the point of beginning.

Subject to all easements and rights of way of record.

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 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 ourselves and for our heirs, executors, and administrators covenant with the grantees, their successors and assigns that we are lawfully seised in fee simple of the premises; that it is free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the property described; that we will and our heirs, executors, and administrators shall warrant and defend the same to the grantees their successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands this 18th day of December, 1998.

L.B. Brasher
L.B. Brasher, a married man

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said State in said County, hereby certify that L.B. Brasher, a married man 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 18th day of December, 1998.

Joseph E. Mahan
NOTARY PUBLIC
My Commission Expires: 6/27/2002

Lounell Brasher
Lounell Brasher, a married woman

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said State in said County, hereby certify that Lounell Brasher, a married woman 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 18th day of December, 1998.

Joseph E. Mahan
NOTARY PUBLIC
My Commission Expires: 6/27/2002

**IN THE CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA**

**Lester Joseph McKinney
Shirley Ruth McKinney**

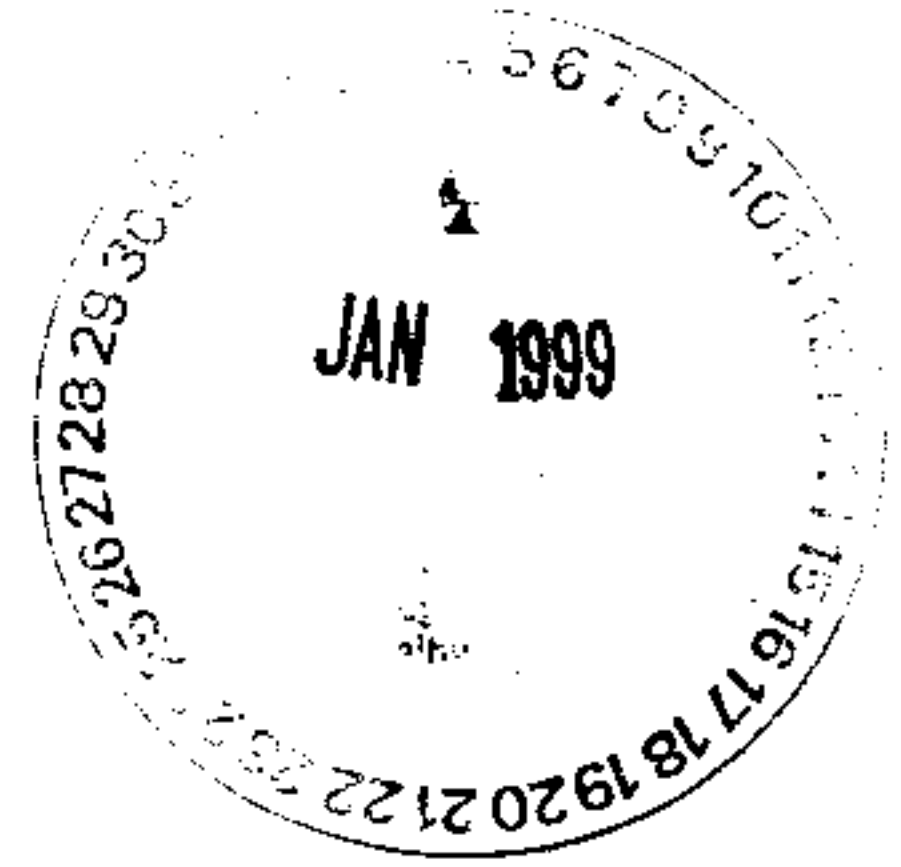
Plaintiff,

v.

**L. B. Brasher
Lounell Brasher**

Defendants.

CIVIL ACTION NO. CV-97-437



SETTLEMENT AGREEMENT

Come now, the Plaintiffs, Lester and Shirley McKinney (the McKinney's) and the Defendants L.B. and Lounell Brasher (the Brasher's), and desiring to settle all matters between them concerning the above styled case, hereby agree as follows:

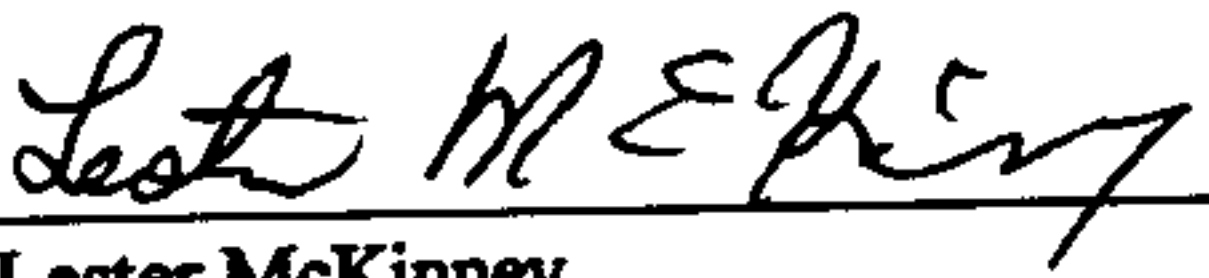
1. The action will be dismissed with prejudice; each side to bear its own costs. The court will retain jurisdiction solely to enforce this Settlement Agreement. In the event of a breach of this Settlement Agreement by either side, the non-breaching party agrees to pay the other a reasonable attorney's fee for having to move the court to enforce this agreement.
2. The Brashers will remove, at their own cost, the present fence dividing the property.
3. The McKinney's will execute a deed returning the property to the Brasher's as originally written, and then the Brasher's will re-execute another deed back to the McKinney's, this time with the proper description of the property to read as follows:


Commence at the SE corner of the NE quarter of the NE quarter, Section 11, Township 18 South, Range 1 East, thence West 190.5 feet to the point of beginning of the property herein described; thence North 280 feet to the South right of way line of County Road #50; thence South-Westerly 240 feet along

the South right-of-way line of County Road #50; thence South 100 feet; thence East 150 feet to the point of beginning.

4. The new fence line will run as close as reasonably possible to the Eastern Line of the property as per the above description. However, it is at least to run to the Eastern side of the line of pine trees planted by Plaintiff Mr. McKinney, which said line of pine trees now run along the North-Eastern edge of the property, and also on the Eastern side of the old light post erected by Plaintiff Mr. McKinney approximately mid-way down the Eastern line of the property.
5. Iron stakes have been driven as close as reasonably possible to the above description, however all parties understand that the iron stakes driven are the actual property line, and represent the property that was originally intended to be sold to the Plaintiffs.
6. A copy of this Settlement Agreement shall be filed with Judge of Probate, Real Estate records on this specific property as evidence of the parties' intentions regarding this property.

Agreed to this 18th day of December, 1998.


Lester McKinney


Shirley McKinney

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said State in said County, hereby certify that Lesert McKinney, Shirley McKinney, 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 said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 18 day of Dec 1998.



NOTARY PUBLIC

My Commission Expires: 6/27/2000

X L.B. Brasher

L. B. Brasher

Lounell Brasher

Lounell Brasher

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said State in said County, hereby certify that L.B. Brasher, and Lounell Brasher, 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 said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 18 day of Dec 1998.



NOTARY PUBLIC

My Commission Expires: 6/27/2000

Inst # 1999-00163

01/04/1999-00163
12:17 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DGS CRH 19.00