

This instrument was prepared by:
William R. Justice
P.O. Box 1144, Columbiana, Alabama 35051

Grantee's address:

WARRANTY DEED

STATE OF ALABAMA

SHELBY COUNTY KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Twenty-five Thousand and no/100 DOLLARS (\$25,000.00) to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, the undersigned William F. Raia, married, and David L. Raia, married (herein referred to as GRANTOR, whether one or more) do grant, bargain, sell and convey unto Gary W. Mercer (herein referred to as GRANTEE, whether one or more) the following described real estate situated in SHELBY County, Alabama to-wit:

A lot in the Town of Wilsonville, Alabama, and situated in the NW¼ of the SE¼ of Section 1, Township 21 South, Range 1 East, more particularly described as follows: Commencing at a point where the North right of way line of the Southern Railroad intersects the West line of said NW¼ of SE¼ and run in a Northeasterly direction along said railroad right of way 398 feet to the Southeast corner of the R. G. Weaver store lot for the point of beginning of the lot hereby conveyed; run thence North 37 deg. West 138 feet to the South boundary of the right of way of State Highway No. 25; run thence in a Northeasterly direction along said right of way boundary 62 feet; run thence South 37 deg. East to the North boundary of the right of way of the Southern Railroad; run thence in a Southwesterly direction along said right of way boundary 62 feet, more or less, to point of beginning; being situated in Shelby County, Alabama.

Less and Except that portion conveyed to State of Alabama for right of way of Highway 145.

Subject to:

1. Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 171 page 275 in the Probate Office of Shelby County, Alabama.
2. Less and except any part lying withing right of way of State Highway No. 25.

The above described property does not constitute any part of the homestead of GRANTOR or GRANTOR'S spouse.

\$19,950.00 of the consideration stated above was paid by a purchase money mortgage executed simultaneously herewith.

TO HAVE AND TO HOLD to the said GRANTEE, his, her or their heirs and assigns forever.

And GRANTOR does for GRANTOR and for GRANTOR'S heirs, executors, and administrators covenant with the said GRANTEE and GRANTEE'S heirs and assigns, that GRANTOR is lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that GRANTOR has a good right to sell and convey the same as aforesaid; that GRANTOR will and GRANTOR'S heirs, executors and administrators shall warrant and defend the same to the said GRANTEE and GRANTEE'S heirs and assigns forever, against the lawful claims of all persons.

08/25/2000-29134
08:57 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1

Inst. 2000-29134

2NBsc/Dave's Mark

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hand and seal, this
24th day of August, 2000.

William F. Raia
William F. Raia

David L. Raia
David L. Raia

STATE OF ALABAMA
SHELBY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William F. Raia, married, and David L. Raia, married, 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 24th day of August, 2000.



William F. Raia
Notary Public

Inst # 2000-29134

08/25/2000-29134
08:57 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 17.50