

THIS INSTRUMENT PREPARED BY
ALABAMA DEPARTMENT OF TRANSPORTATION
BIRMINGHAM, ALABAMA 35202

STATE OF ALABAMA)

COUNTY OF SHELBY)

TRACT NO. 42 REV2

FEE SIMPLE

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ninety Thousand Three Hundred twenty-five and 00/100 dollar(s), cash in hand paid to the (\$90,325.00)

undersigned by the State of Alabama, the receipt of which is hereby acknowledged, I (we),

the undersigned grantor(s), Ernest Joseph and Joe Joseph have

this day bargained and sold, and by these presents do hereby grant, bargain, sell and

convey unto the State of Alabama the following described property, lying and being in Shelby

County, Alabama and more particularly described as follows:

And as shown on the right-of-way map of Project No. STPAA-458(1) of record in the Alabama Department of Transportation a copy of which is also deposited in the office of the Judge of Probate of Shelby County, Alabama as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

A part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, T-21-S, R-3-W, identified as Tract No. 42 on Project No. STPAA-458(1) in Shelby County, Alabama and being more fully described as follows:

Commencing at the northeast corner of said SE $\frac{1}{4}$ of SW $\frac{1}{4}$; thence south along the east line of said SE $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 36 feet, more or less, to a point that is 75 feet southeasterly of and at right angles to the centerline of said project; thence southwesterly, parallel with said centerline, a distance of 307 feet, more or less, to the north property line and the point of beginning of the property herein to be conveyed; thence west along said north property line a distance of 83 feet, more or less, to the present southeast right of way line of Alabama Highway 119; thence southwesterly along said right of way line a distance of 251 feet, more or less, to the south property line; thence east along said south line a distance of 85 feet, more or less, to a point that is 75 feet southeasterly of and at right angles to the centerline of said project; thence northeasterly, parallel with said centerline, a distance of 24 feet, more or less, to a point that is 75 feet southeasterly of and at right angles to said centerline at station 530+80; thence northwesterly perpendicular to said centerline a distance of 10 feet, more or less, to a point that is 65 feet southeasterly of and at right angles to said centerline at station 530+80; thence northeasterly, parallel to said centerline, a distance of 224 feet, more or less, to a point that is 65 feet southeasterly of and at right angles to said centerline at station 533+00; thence southeasterly, perpendicular to said centerline, a distance of 10 feet, more or less, to a point that is 75 feet southeasterly of and at right angles to said centerline at station 533+00; thence northeasterly, parallel to said centerline, a distance of 4 feet, more or less, to the point of beginning. Containing 0.432 acre, more or less.

TO HAVE AND TO HOLD, unto the State of Alabama, its successors and assigns in fee simple forever.

03/27/2001-11303
02:30 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

004 CJ1 21.00

Inst # 2001-11303

AND FOR THE CONSIDERATION, AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with the State of Alabama that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN further covenant(s) and agree that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release the State of Alabama and all or its employees and officers from any and all damages to his/her (their) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 12 day of March, 2001.



ERNEST JOSEPH (L. S.)



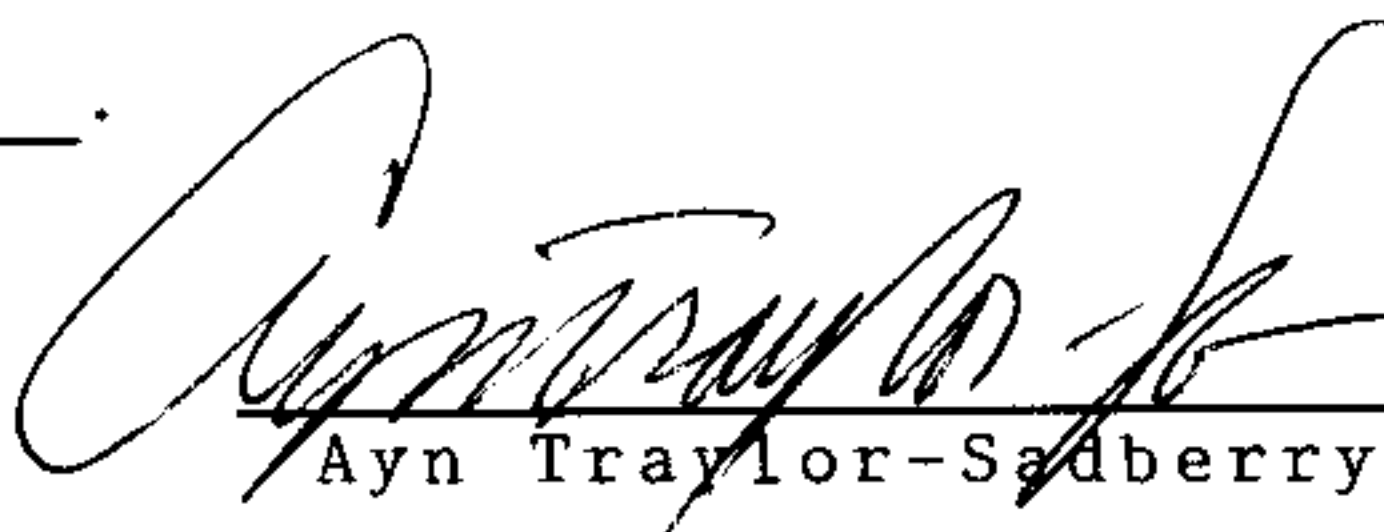
JOE JOSEPH (L.S.)

ACKNOWLEDGEMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Ayn Traylor-Sadberry, a Notary Public, in and for said
County and State, hereby certify that Ernest Joseph and Joe
Joesph, whose name(s) is/are signed to the
foregoing conveyance, and who is/are known to me, acknowledged
before me on this day that, being informed of the contents of this
conveyance, they executed the same voluntarily on the day
the same bears date.

Given under my hand and official seal this 12 day
of March, 2001.


Ayn Traylor-Sadberry NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/2/01

ACKNOWLEDGEMENT FOR CORPORATION

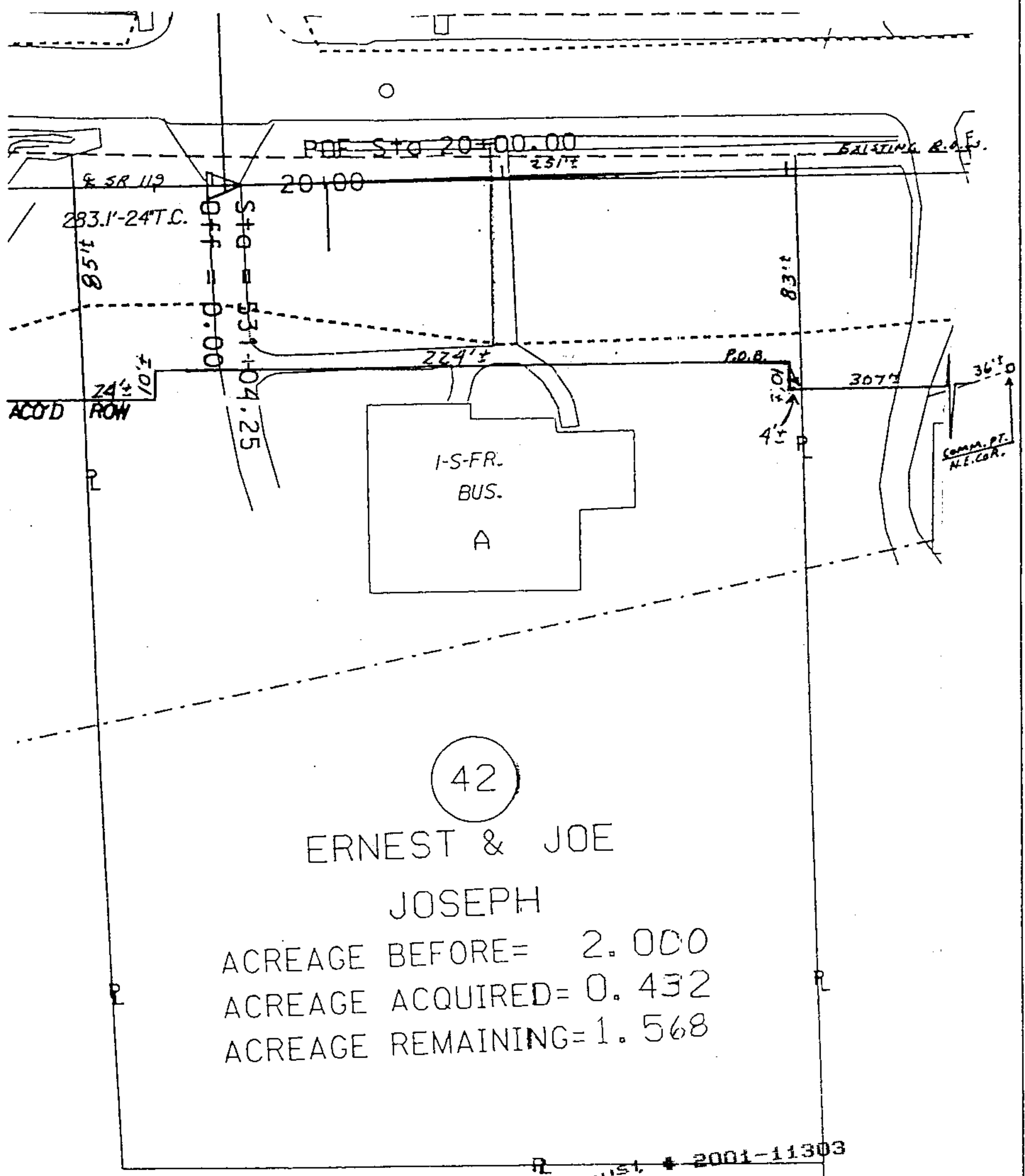
STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public, in and for said
County and State, hereby certify that _____
_____, whose name(s)
as _____ of the Company, a corporation, is/are
signed to the foregoing conveyance, and who is/are known to me,
acknowledged before me on this day that, being informed of the
contents of this conveyance, _____ as such officer and with full
authority, executed the same voluntarily, for and as the act of
said corporation on the day the same bears date.

Given under my hand and official seal this _____ day
of _____, 20____.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

SE 1/4 OF SW 1/4
SEC. 2, T-21-S, R-3-W



03/27/2001-11303
02:30 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
004 C.J. 21.00

TRACT NUMBER 42 ALABAMA DEPARTMENT OF TRANSPORTATION
OWNER: ERNEST AND JOE JOSEPH PROJECT NO. STPAA-458(1)
SHELBY COUNTY
TOTAL ACREAGE: 2.000 SCALE: 1" = 50'
R/W REQUIRED: 0.432 DATE: 12-12-97
REMAINDER: 1.568 REVISED: 7-31-98 / 8-17-00