

THIS INSTRUMENT PREPARED BY:

ALABAMA DEPARTMENT OF TRANSPORTATION
BIRMINGHAM, ALABAMA 35202

STATE OF ALABAMA)
COUNTY OF SHELBY)

TRACT NO. 5-~~Rev.~~

**FEE SIMPLE
WARRANTY DEED**

Inst # 2002-09800
02/28/2002-09800
11:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
21.00
004 MEL

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum of Eight Hundred Fifty and 00/100 dollars, cash in hand paid to the undersigned by the State of Alabama, the receipt of which is hereby acknowledged, we (I) the undersigned grantor(s), Augusta Lovelady and Susan Fulmer, Trustees (has) of the Donald Lovelady Trust 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 being more particularly described as follows:

AND AS SHOWN ON THE RIGHT-OF-WAY MAP OF PROJECT NO. STPBH-9802(98) of record with 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:

Part of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 21, T-22-S, R-3-W, identified as Tract No. 5 on Project No. STPBH-9802(98) in Shelby County, Alabama and being more fully described as follows:

Commencing at the Northwest Corner of said NW $\frac{1}{4}$ of SE $\frac{1}{4}$, thence south along the west line of said NW $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 76.136 meters to a point 0.90 meters west of the intersection of the east line of State Route 119 and the existing south right of way line of Pineview Road; thence easterly along said south right of way line a distance of 8.520 meters to the north property corner of grantors at a point 19.5 meters east of and at right angles to the centerline of State Route 119 at station 12+30.87 and the point of beginning of the property herein to be conveyed; thence continue easterly along said north property line a distance of 9.390 meters to a point that is 29 meters east of and at right angles to the centerline of State Route 119 at Station 12+30.87; thence southerly a distance of 15 meters to a point that is 29 meters east of and at right angles to said centerline at Station 12+15.87; thence run west a distance of 4.062 meters to the southwest property corner; thence northwesterly along the west property line of grantor a distance of 16.100 meters to the existing south right of way line of Pineview Road, the point of beginning. Containing 0.010 hectare, more or less. (Tax ID#58-27-05-21-04-2-26.000)

The Grantor's, the Successors and Assigns of said Grantors herein, hereby reserves the mineral rights to the property hereby conveyed to the State of Alabama, but it is understood and agreed by and between the Parties to this conveyance that the rights so reserved will in no way affect or interfere with any maintenance of public roads and highways on the property herein conveyed.

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

AND FOR THE CONSIDERATION AFORESTATED, we (I) do for ourselves (myself), for our (my) heirs, executors, administrators, successors and assigns covenant to and with the State of Alabama that we (I) are (am) lawfully seized and possessed in fee simple title for said tract or parcel of land hereinabove described; that we (I) 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 ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor, and that we (I) 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(S), that the purchase price above stated is full compensation to them (him-her) for this conveyance, and hereby release the State of Alabama and all of it's employees and officers from any and all damages to their (his-her) remaining property 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, we (I) have hereunto set our (my) hand(s) and seal(s) this the 19th day of February, 2002.

Augusta Lovelady, Trustee
L.S.
AUGUSTA LOVELADY, TRUSTEE DONALD LOVELADY TRUST

Susan Fulmer, Trustee
L.S.
SUSAN FULMER, TRUSTEE DONALD LOVELADY TRUST

ACKNOWLEDGEMENT

STATE OF ALABAMA)

Shelby COUNTY)

I, Phasia J. Spear, a Notary Public, in and for said
County and State, hereby certify that Augusta Lovelady and Susan Fulmer
Trust
Trustees of Donald Lovelady, 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 19th day
of February, 2002.

Phasia J. Spear NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/7/2002

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: _____

