


STATE OF ALABAMA)

COUNTY OF SHELBY)


20030108000017240 Pg 1/4 21.00
Shelby Cnty Judge of Probate, AL
01/08/2003 13:50:00 FILED/CERTIFIED

TRACT NO. 32

FEE SIMPLE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum of

\$7,000.00 dollars, cash in hand paid to the undersigned by the State of Alabama, the receipt of which is hereby acknowledged, we the undersigned grantors, Harrell Dawson Day and wife, Karen McDonald Day 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 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 Lot 1 of Givhan's Subdivision (Map Book 3, Page 130) in the NE¼ of the SE¼ of Section 4, Township 24 North, Range 12 East, identified as Tract No. 32 on Project No. STPBH-9802(98) in Shelby County, Alabama and being more particularly described as follows:

Begin at the point of intersection of the southeast line of State Route 25 and the most northerly corner of said Lot 1; thence from said point of beginning run southwesterly along the southeast boundary of said State Route 25 a distance of 13.339 meters to a point; thence run easterly a distance of 17.280 meters to a point on the northeast boundary of said Lot 1 a distance of 22 meters southeast of and at right angles to the centerline of State Route 25 at Station 25+12.386; thence run northwesterly along the northeast boundary of said Lot a distance of 12.099 meters to the point of beginning. Containing 0.008 hectare, more or less. (Tax ID# 58-36-02-04-04-1-32.000)

ALSO: A temporary easement necessary for construction and being more particularly described as follows:

Commence at a point on the southeast line of State Route 25 at the most northerly corner of Lot 1 of Givhan's Subdivision (Map Book 3, Page 130); thence run southwesterly along the southeast line of Route 25 a distance of 13.339 meters to the point of beginning of the easement herein described; thence continue said course along the southeast line of State Route 25 a distance of 9.52 meters to the southwest corner of said Lot 1; thence run southeasterly along the southwest boundary of said Lot 1 a distance of 2.05 meters to a point; thence run northeasterly a distance of 11.79 meters to a point 12 meters southeast of and at right angles to the centerline of State Route 25 at station 25+02.107; thence run westerly a distance of 2.94 meters to the point of beginning. Containing 0.002 hectare, more or less.

The Grantors, 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, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESTATED, we do for ourselves, for our heirs, executors, administrators, successors and assigns covenant to and with the State of Alabama that we are lawfully seized and possessed in fee simple title for said tract or parcel of land hereinabove described; that 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 ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantors, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTORS HEREIN FURTHER COVENANT AND AGREE, that the purchase price above stated is full compensation to them for this conveyance, and hereby release the State of Alabama and all of its employees and officers from any and all damages to their 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 have hereunto set our hands and seals this the 26th day of April, 2002.

Harrell Dawson Day L.S.
Harrell Dawson Day

Karen McDonald Day
Karen McDonald Day

ACKNOWLEDGEMENT

STATE OF Alabama)
COUNTY OF Shelby)

I, J. H. Rouse, a Notary Public, in and for said County and State, hereby certify that Harrell Dawson Day, whose name ~~is~~ 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26th day of April, 2002.

J. H. Rouse
Notary Public

My Commission Expires: 5-14-05

ACKNOWLEDGEMENT

STATE OF Alabama)

COUNTY OF Shelby)

I, Karen Hedger, a Notary Public, in and for said County and State, hereby certify that Karen McDonald Day, 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, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25 day of April, 2002.

Karen Hedger
Notary Public

My Commission Expires: 9/25/05

