

INSTRUMENT PREPARED WITHOUT BENEFIT OF TITLE SEARCH

This instrument was prepared by

Mitchell A. Spears

Attorney at Law

P.O. Box 119

205/665-5102

Montevallo, AL 35115-0091

205/665-5076

20030207000076390 Pg 1/2 19.00
Shelby Cnty Judge of Probate, AL
02/07/2003 11:37:00 FILED/CERTIFIED

Send Tax Notice to:

(Name) Robert Byrd, Jr. and Sylvia Lee Byrd

(Address) 12975 Highway 17

Montevallo, AL 35115

***MINIMUM VALUE: \$5,000.00 ***

Warranty Deed, Jointly For Life With Remainder To Survivor

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of **ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION** to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

ROBERT BYRD, JR. (also known as ROBERT M. BYRD, JR.) and wife, SYLVIA LEE BYRD

(herein referred to as grantors) do grant, bargain, sell and convey unto

ROBERT M. BYRD, JR. and SYLVIA LEE BYRD

(herein referred to as GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, the following described real estate situated in **SHELBY** County, Alabama to-wit:

Commencing at the Southwest Corner of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼), Section 33, Township 21 South, Range 3 West, thence East along the South boundary of said SW ¼ of NW ¼ of said Section 33, a distance of 580 feet, more or less, to a 1 ¼ inch metal pipe on the East boundary of the Southern Railroad right-of-way; thence run Northerly along the East boundary of said Railroad right-of-way a distance of 460 feet to a point on the North side of the Settlement Road, which is the point of beginning;

Thence from the point of beginning, run Easterly along the North side of the Settlement Road 645 feet, more or less, to a 1 ¼ inch metal pipe at a fence post on the Western margin of the Montevallo-Elyton Road; thence run Northerly along the West boundary of the right-of-way of the Montevallo-Elyton Road a distance of 310 feet, more or less, to the South boundary of the limestone quarry owned by the Grantors herein, and now operated under Lease by Southern Stone Company, Inc., thence Westerly over and along the Southern boundary of said quarry 740 feet, more or less, to the East boundary of the right-of-way of the Southern Railroad; thence Southerly along the East boundary of the Southern Railroad right-of-way a distance of 450 feet, more or less, to the point of beginning; said described parcel containing in the aggregate 6 acres, more or less; said property being all of that part of the SW ¼ of the NW ¼ of Section 33, lying East of B. B. & B. Branch of the Southern Railway, West of the Elyton and Montevallo Public Road, South of the Montevallo Limestone Quarry and North of the Settlement Road.

Also, the right to withdraw and use for agricultural purposes, water from the quarry, the South boundary of which is the North boundary of the real property herein described and conveyed. The right to withdraw and use such water is subject to its availability and without obligation of the Grantors, their heirs and assigns, or Southern Stone Company, Inc., the Lessee of the quarry, or its successors and assigns, to guarantee the quantity or quality of said water supply. Southern Stone Company, Inc., as Lessee of the quarry operation, reserves and retains for itself, its successors and assigns, the right to conduct its quarry operations on its leased premises as if the right to withdraw water from the quarry had not been granted. Upon failure of Grantee, his heirs or assigns, to use said water for agricultural purposes for twenty (20) successive years, the right of user shall terminate.

SUBJECT TO: A forty (40) foot easement for ingress and egress situated contiguous to and immediately west of the Southern Railroad right-of-way, reserved for the use of others, pursuant to instrument recorded at Book 346, Page 432, in the Office of the Probate Judge, Shelby County, Alabama (which is also the source of title of this conveyance).

ROBERT BYRD, JR. IS ONE AND THE SAME PERSON AS ROBERT M. BYRD, JR., AND AT TIMES IN THE PAST HAS USED SAID NAMES, INTERCHANGEABLY.

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns for such survivor forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 20th day of January, 2003.

Robert Byrd Jr
ROBERT BYRD, JR.
Sylvia Lee Byrd
SYLVIA LEE BYRD

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Robert Byrd, Jr. and Sylvia Lee Byrd**, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of January, 2002.
Dandy D. Fichtmann
Notary Public
My commission expires: 2/25/2003