

THIS INSTRUMENT PREPARED BY:

ROBERTSON & ASSOCIATES, P.C.
ATTORNEYS AT LAW
926 Third Avenue
Gadsden, Alabama 35901

STATE OF ALABAMA
COUNTY OF ETOWAH

WARRANTY DEED

THIS INDENTURE, made this 11th day of February, 2003, between Emmett H. Kelley, a widower; Otis Kelley, a widower; Mary Kelley Oliver, a widow; Lillie P. Kelley Everage, a single woman; Ludie Kelley Cunningham, a single woman; and Gloria Kelley Peterson, a married woman (hereinafter referred to as Grantors) and Mary Kelley Jones, a married woman; Annie J. Kelley Brookins, a married woman; Wilbur Kelley II., a married man; Rickey Kelley, a single man; and Larry W. Kelley, a single man, (hereinafter referred to as Grantees)

WITNESSETH:

Grantors for and in consideration of the sum of *TEN AND NO/100 (\$10.00) DOLLARS* and other good and valuable considerations in hand paid by Grantees herein, the receipt of all of which is hereby acknowledged, the Grantors do hereby grant, bargain, sell and convey unto the Grantees, the following described real estate, to-wit:

Begin at the SW corner NE ¼ of the NE¼ of Section 3, Township 19 South, Range 2 East, Shelby County, Alabama; thence S0°56" W a distance of 156.13'; thence N 89°58'4" W a distance of 200.00'; thence N 0°1'56" E a distance of 453.85'; thence S 89°58'4" E a distance of 625.73'; thence S 0°25'59" W a distance of 300.69' to the south line of said ¼--¼ section a distance of 423.63' to the POINT OF BEGINNING. Said parcel of land

contains 5 acres, more or less.

15' INGRESS, EGRESS, AND UTILITY EASEMENT

Commence at the SW corner NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 19 South, Range 2 East, Shelby County, Alabama; thence S 0°1'56" W a distance of 165.13'; thence N 89°58'4" W a distance of 200.00' to the POINT OF BEGINNING of the centerline of a 15' ingress, egress, and utility easement lying 7.50' either side of and parallel to described centerline; thence S 36°3'41" W along said centerline a distance of 58.212'; thence N 75°43'25" W along said centerline a distance of 96.96' to the centerline of Peterson Drive; thence S 15°26'23" W along said centerlines a distance of 63.150'; thence S 33°40'3" W along said centerlines a distance of 201.16'; thence S 27°28'31" W along said centerlines a distance of 96.14'; thence S 32°13'53" W along said centerlines a distance of 121.25' to the northerly right-of-way of Alabama Hwy 25 and the END of said centerline.

Situated in Shelby County, Alabama.

The above-described property is conveyed subject to the following:

1. Accrued Ad Valorem taxes;
2. Easements and restriction of record; and
3. Zoning and sub-division regulations.

NOTE: Attorney preparing Deed Only. Not title opinion given. The draftsman makes no warranty that the description referenced in this document is correct, or that the grantors are the owners of the premises. No title examination has been performed and there are no representations made that any subdivision, restrictions, state, county, or city regulations have been complied with. Further, there are no warranties concerning prescription or adverse possession by surrounding land owners or existing easements that may exist on the property but are not referenced in this document.

NOTE: The source of the legal description was obtained from a Survey conducted by Rodney Shiflett Surveyor, PO Box 204, Columbiana, AL 35051 dated August 22, 2002.

TO HAVE AND TO HOLD, unto Grantees, and unto their heirs and assigns, forever.

Grantors, subject to any aforesaid exceptions and reservations, for themselves and for their heirs, executors and administrators, covenant with Grantees, their heirs and assigns, they are lawfully seized in fee simple of said premises; that they are free from all encumbrances; that they have good right to sell and convey the same as aforesaid; that they will and their heirs, executors and administrators shall, warrant and defend the same to Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 11th day of February, 2003.

Emmett H. Kelley
EMMETT H. KELLEY

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a notary public in and for said County, in said State, hereby certify that EMMETT H. KELLEY, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of February, 2003.

Mildred P. Kidd
NOTARY PUBLIC
My Commission Expires: 8/17/06

Otis Kelley
OTIS KELLEY

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a notary public in and for said County, in said State, hereby certify that OTIS KELLEY, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of February, 2003.

Mildred P. Kidd
NOTARY PUBLIC
My Commission Expires: 8/17/06

Mary Kelley Oliver
MARY KELLEY OLIVER

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a notary public in and for said County, in said State, hereby certify that MARY KELLEY OLIVER, whose name is signed to the foregoing conveyance and who is 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 13th day of January, 2003.

Sinda Pearce
NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES AUG. 20, 2006

Lillie P. Everage
LILLIE P. KELLEY

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned, a notary public in and for said County, in said State, hereby certify that LILLIE P. KELLEY, whose name is signed to the foregoing conveyance and who is 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 1st day of February, 2003.

Michael P. Kidd
NOTARY PUBLIC
My Commission Expires: 8/17/06

Ludie K. Cunningham
LUDIE KELLEY CUNNINGHAM

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a notary public in and for said County, in said State, hereby certify that LUDIE KELLEY CUNNINGHAM, whose name is signed to the foregoing conveyance and who is 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 1st day of February, 2003.

Michael P. Kidd
NOTARY PUBLIC
My Commission Expires: 8/17/06

Gloria K. Peterson
GLORIA KELLEY PETERSON

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a notary public in and for said County, in said State, hereby certify that GLORIA KELLEY PETERSON, whose name is signed to the foregoing conveyance and who is 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 1st day of February, 2003.

Michael P. Kidd
NOTARY PUBLIC
My Commission Expires: 8/17/06