



This Instrument Was Prepared By:  
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Send Tax Notice:  
Phillip Barreras  
P.O. Box 524  
Calera, AL 35040

STATE OF ALABAMA            )  
  )  
SHELBY COUNTY                )            **WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of **Forty-Two Thousand and 00/100 Dollars (\$42,000.00)** and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Alan T. Smith, a single person**, hereinafter called "Grantors," do hereby GRANT, BARGAIN, SELL AND CONVEY unto **Phillip Barreras, a single person**, hereinafter called "Grantee" in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in **Shelby County, Alabama**, to-wit:

**A parcel of land lying and being in the SW ¼ of the SW ¼ of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:**

**Commence at the NE corner of the SW¼ of the SW¼ of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama; thence run South along East boundary of said ¼-¼, 565.0 feet to an iron pin and being the point of beginning; thence continue said course, 104.82 feet to an iron pin; thence turn an angle to the right 92 degrees 55 minutes and run westerly for 210.0 feet to an iron pin; thence turn an angle to the right 87 degrees 05 minutes and run northerly 104.82 feet to an iron pin; thence turn an angle to the right 92 degrees 55 minutes and run easterly 210.0 feet to the point of beginning; being situated in Shelby County, Alabama.**

**Subject to that certain mortgage in favor of AmSouth Bank, dated the 9<sup>th</sup> day of October, 2001, and recorded in the Probate Office of Shelby County, Alabama in Instrument No. 2001-55924.**

**Subject to all items of record.**

**NOTE: PURCHASE MONEY FIRST MORTGAGE EXECUTED BY GRANTEE(S), ON EVEN DATE HEREWITH, IN FAVOR OF ALAN T. SMITH, IN THE SUM OF \$37,000.00.**

**NOTE: This property does not constitute homestead property for the Grantor.**

**TO HAVE AND TO HOLD** to the said Grantee in fee simple forever, together with every contingent remainder and right of reversion.

The Grantors, do individually and for the heirs, executors, and administrators of the Grantors covenant with said Grantee and the heirs and assigns of the Grantee, that the Grantors are lawfully seized in fee simple of said premises; that said premises are free from all encumbrances, unless otherwise noted above; that the Grantors have a good right to sell and convey the said premises; that the Grantors and the heirs, executors, administrators of the Grantors shall warrant and defend the said premises to the Grantee and the heirs and assigns of the Grantee forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantors have executed this Deed and set the seal of the Grantors thereto on this date the 19<sup>th</sup> day of July, 2004.

GRANTORS

Alan T. Smith (L.S.)  
Alan T. Smith

STATE OF ALABAMA )

ACKNOWLEDGMENT

SHELBY COUNTY )

I, Chris Smitherman, a Notary Public for the State at Large, hereby certify that the above posted name, Alan T. Smith, which is signed to the foregoing Deed, who is known to me, acknowledged before me on this day that, being informed of the contents of the Deed, that said person executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 19<sup>th</sup> day of July, 2004.

Chris Smitherman  
NOTARY PUBLIC  
My Commission Expires: 5/13/08