## MORTGAGE FILED SIMULTANEOUSLY WITH DEED.

20050811000413370 1/2 \$57.00 Shelby Cnty Judge of Probate, AL 08/11/2005 02:12:50PM FILED/CERT

PREPARED BY:

Coosa Valley Title Company, Inc. 1916 First Avenue, North Pell City, Alabama 35125 SEND TAX NOTICE TO:

Marty Brasher

75 LAKEVIEW DRIVE

LEEDS AL 35094

WARRANTY DEED

Property Value \$43,000

STATE OF ALABAMA

SHELBY COUNTY

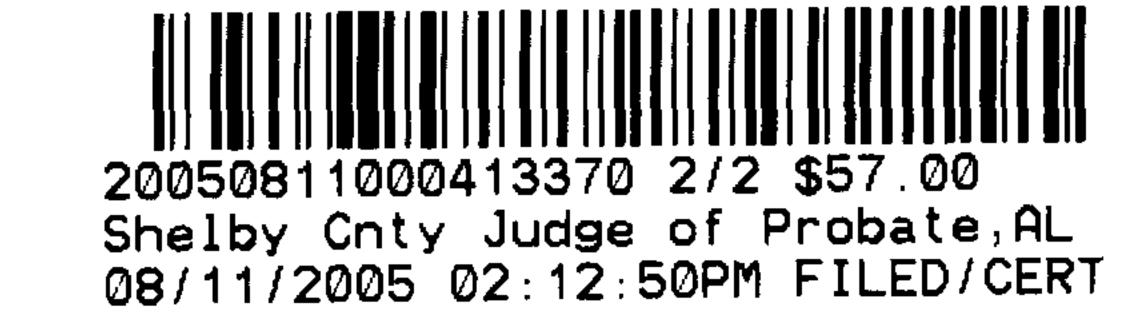
KNOW ALL MEN BY THESE PRESENTS, That in consideration of Ten dollars (\$10.00) and the execution of a purchase money mortgage to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I, or we, RICHARD A. KYTLE and wife, GWEN BRASHER (herein referred to as grantor, whether one or more) grant, bargain, sell and convey unto MARTY BRASHER, (herein referred to as grantee, whether one or more), the following described real estate situated in Shelby County, Alabama, to-wit:

Part of the northeast quarter of the northeast quarter, Section 33, Township 17, Range 1 East, commence at the southeast corner of the above said northeast quarter of the northeast quarter along the diagonal line between the southeast corner and the northwest corner, run a distance of 154.99 feet to the northerly right of way line of Mimosa Road for the point of beginning; thence continue along the above said diagonal line for a distance of 533.99 feet; thence turn an angle of 90 degrees 00 minutes to the left for a distance of 98.50 feet; thence turn an angle of 6 degrees 57 minutes to the left for a distance of 136.78 feet; thence turn an angle of 6 degrees 36 minutes to the right for a distance of 157.83 feet; thence turn an angle of 8 degrees 48 minutes to the left for a distance of 206.35 feet to the northerly right of way line of the above said Mimosa Road; thence turn an angle of 65 degrees 30 minutes to the left along said right of way line for a distance of 97.88 feet to the point of beginning. Less and except any part within the right of way of a public road.

## SUBJECT TO:

- 1. Taxes due and payable October 1, 2005, and all subsequent years.
- 2. Rights of parties in possession, encroachments, overlaps, overlaps, unrecorded easements, deficiency in quantity of land or any matters not of record, which would be disclosed by an accurate survey and inspection of the premises.
- 3. Title to all minerals within and underlying the premises not owned by the grantors herein.
- 4. Easements and rights of way granted to Shelby County as recorded in deed book 260, page 774, in the Office of the Judge of Probate, Shelby County, Alabama.

TO HAVE AND TO HOLD to the said grantee, his heirs and assigns forever.



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

IN WITNESS WHEREOF, we have hereunto set my hand and seal this \_\_\_\_ \_ day of July, 2005.

RICHARD A. KYTLE

GWEN BRASHER

STATE OF ALABAMA

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RICHARD A. KYTLE, and wife, GWEN BRASHER 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25 day of July, 2005.

My Commission Expires December 7, 2008