20051006000522180 1/2 \$15.00 Shelby Cnty Judge of Probate, AL 10/06/2005 12:54:50PM FILED/CERT

This Instrument Was Prepared By:
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Post Office Box 261
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(205) 665-4357

Send Tax Notice: James B. Smith 4323 Highway 18 Montevallo, AL 35115

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J	ΓΑΊ	UI	- <i>A</i>	LA	B	ΑIV	IA

WARRANTY DEED

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Eighty Thousand and 00/100 Dollars (\$80,000.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Louise W. Smith, an unmarried person, hereinafter called "Grantors," do hereby GRANT, BARGAIN, SELL AND CONVEY unto James B. Smith, an unmarried 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:

Commence at the accepted Southeast corner of the North ½ of Fractional "B", Section 12, Township 24 North, Range 12 East, Shelby County, Alabama, and run North 71 degrees 42 minutes West for 498.00 feet to a point of intersection with the center line of Shelby County Highway No. 18; thence North 01 degree 30 minutes 04 seconds West for 422.30 feet; thence North 01 degree 54 minutes 37 seconds East for 512.65 feet; thence North 82 degrees 28 minutes 04 seconds West for 194.44 feet; thence South 07 degrees 31 minutes 56 seconds West for 30.00 feet to point of beginning; thence continue South 07 degrees 31 minutes 56 seconds East for 195.8 feet; thence South 60 degrees 30 minutes 55 seconds East for 196.42 feet to a point of intersection with the westerly right of way line of said County Road No. 18; thence North 09 degrees 40 minutes 49 seconds East for 270.37 feet; thence North 82 degrees 28 minutes 04 seconds West for 192.30 feet to point of beginning.

Situated in Shelby County, Alabama.

Subject to all items of record.

NOTE: PURCHASE MONEY FIRST MORTGAGE EXECUTED BY GRANTEE(S), ON EVEN DATE HEREWITH, IN FAVOR OF <u>REGIONS BANK D/B/A REGIONS</u> MORTGAGE, IN THE SUM OF \$80,000.00.

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 30<sup>th</sup> day of September, 2005.

GRANTOR

Louise W. Smith

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STATE OF ALABAMA	)		
	)	ACKNOWLEDGMENT	
SHELBY COUNTY	)		

I, Chris Smitherman, a Notary Public for the State at Large, hereby certify that the above posted name, Louise W. 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 30th day of

September, 2005.

NOTARY PUBLIC

My Commission Expires: 5/13/5/