

20061109000552770 1/3 \$67.00
Shelby Cnty Judge of Probate, AL
11/09/2006 02:58:58PM FILED/CERT

INSTRUMENT PREPARED WITHOUT EVIDENCE 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

Send Tax Notice to: S & W Real Estate, L.L.C.

(Address) 840 Main Street

Montevallo AL 35115

MINIMUM VALUE: \$50,000.00

Warranty Deed

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of **ONE DOLLAR (\$1.00) AND OTHER CONSIDERATION** to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, I or we, **M.**

SCOTT RENEAU and wife, DONNA W. RENEAU, (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto **S & W Real Estate, L.L.C.**, (herein referred to as Grantee, whether one or more), the following described real estate, situated in **SHELBY** County, Alabama, to-wit:

PARCEL I

A portion of Lot 32, Block 19, of the Original Map of Montevallo in the SE ¼ of Section 21, Township 22 South, Range 3 West, in Shelby County, Alabama; being situated in Shelby County, Alabama, and being more particularly described as follows:

Commencing at the intersection of the Southwest side of the North Boundary Street with the Southeast side of Main Street; thence run in a Southwesterly direction along the line of Main Street for a distance of 171.11 feet to a point of beginning of the land hereby conveyed; thence turn left 90 deg. 00 min. in a Southeasterly direction for a distance of 125 feet; thence turn right 90 deg. 00 min. in a Southwesterly direction for a distance of 50 feet; thence turn right 90 deg. 00 min. in a Northwesterly direction to the line of Main Street for a distance of 125 feet; thence turn right along the line of Main Street for a distance of 50 feet to the point of beginning, and upon which there is situated parts of a brick building formerly owned by George Kroell; said land being a portion of Lot No. 32, according to the original plan of the Town of Montevallo, Alabama, being the same property described in deed of J. A. Brown and wife, Annie Jo Brown, to N. Joe Klotzman, dated April 30, 1948, recorded in the Probate Office of Shelby County, Alabama, in Deed Book 132 page 246. Being situated in Shelby County, Alabama.

EASEMENT I:

An easement appurtenant for ingress and egress is granted over a part of Lot 32, Block 19, according to the original Plan of the Town of Montevallo, in the SE ¼ of Section 21, Township 22 South, Range 4 West, Shelby County, Alabama, more particularly described as follows:

From the SE corner of the above described property, as the point of beginning, proceed Northeasterly along the SE line of said property for a distance of 10 feet; thence turn right and run Southeasterly and parallel to the SW line of said Lot 32 for a distance of 175 feet, more or less, to the NW right-of-way of Island Street; thence run Southwesterly along said Island Street right-of-way for 10 feet to the SE corner of said Lot 32; thence run Northwesterly along the SW boundary of said Lot 32 back to the point of beginning, being situated in Shelby County, Alabama.

SOURCE OF TITLE TO PARCEL I AND EASEMENT I:

WARRANTY DEED RECORDED IN THE OFFICE OF THE PROBATE JUDGE, SHELBY COUNTY, ALABAMA, AT INSTRUMENT NUMBER 1996-29367.

THIS EASEMENT SHALL SERVE AS AN EASEMENT TO BENEFIT GRANTEE, ITS EMPLOYEES, SUPPLY DELIVERY VEHICLES, AND SANITATION TRUCKS. AT NO TIMES WILL ANY VEHICLES BE ALLOWED TO BLOCK THE EASEMENT WAY, EXCEPT FOR DELIVERY TRUCKS WHICH SHALL NOT BLOCK ANY PORTION OF THE EASEMENT FOR MORE THAN THIRTY (30) CONSECUTIVE MINUTES. THIS IS A NON-EXCLUSIVE EASEMENT, HOWEVER, GRANTEE WILL BE REQUIRED TO MAINTAIN SAID EASEMENT, AND SHALL PAY GRANTORS THE SUM OF \$100.00 ANNUALLY, WHICH IS DUE AND PAYABLE UPON JANUARY 1ST OF EACH YEAR, BEGINNING IN 2006. THE EASEMENT SHALL NOT BE USED FOR THE BENEFIT OF APARTMENT-DWELLING TENANTS.

EASEMENT II:

An easement appurtenant for sewer and underground utility usage only, which supplements EASEMENT I herein granted by said grantors to said grantee, said easement being more particularly described as follows: A part of Lot 32, Block 19, according to the original Plan of the Town of Montevallo, in the SE ¼ of Section 21, Township 22 South, Range 4 West, Shelby County, Alabama, more particularly described as follows: From the SE corner of the above described property, as the point of beginning, proceed Northeasterly along the SE line of said property for a distance of 10 feet; thence turn right and run Southeasterly and parallel to the SW line of said Lot 32 for a distance of 175 feet, more or less, to the NW right-of-way of Island Street; thence run Southwesterly along said Island Street right-of-way for 10 feet to the SE corner of said Lot 32; thence run Northwesterly along the SW boundary of said Lot 32 back to the point of beginning, being situated in Shelby County, Alabama.

IN THE EVENT THAT GRANTEE, BY NECESSITY, SHALL DISRUPT THE SURFACE OF THE EASEMENT WAY BY REPAIR OR INSTALLATION OF SEWER OR UNDERGROUND UTILITIES, THE PROPERTY SHALL BE RESTORED TO ITS PREVIOUSLY EXISTING CONDITION WITHIN TEN (10) DAYS OF THE INITIATION OF SUCH REPAIRS OR RENOVATIONS BY GRANTEE.

GRANTEE SHALL OBTAIN WRITTEN PERMISSION OF GRANTOR, PRIOR TO THE INITIATION OF ANY SUCH REPAIRS OR RENOVATIONS, AND GRANTEE SHALL FURTHER HOLD GRANTOR, THEIR HEIRS, AGENTS, SUCCESSORS OR ASSIGNS HARMLESS AND INDEMNIFY THEM FOR LOSS OR DAMAGES RESULTING FROM SUCH ACTIVITY.

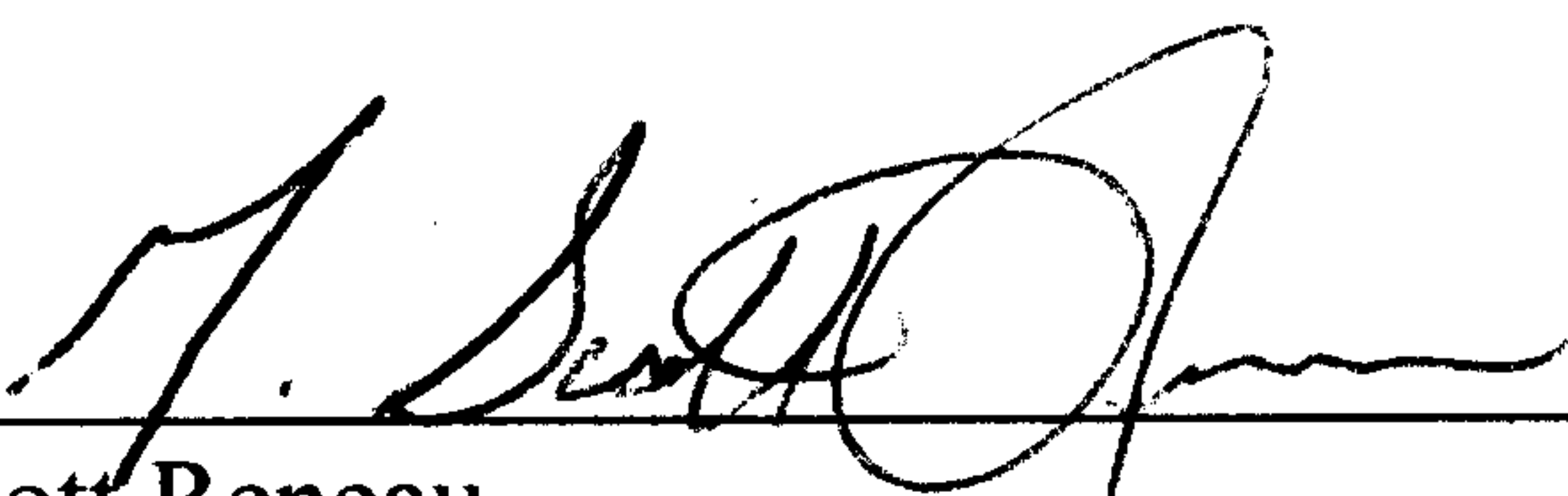
SOURCE OF TITLE:

WARRANTY DEED RECORDED IN THE OFFICE OF THE PROBATE JUDGE, SHELBY COUNTY, ALABAMA, AT INSTRUMENT NUMBER 1997-13317.

TO HAVE AND TO HOLD, to the said GRANTEE, his, her, their or its heirs and assigns forever.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators covenant with the said grantee, his, her, their, or its 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 stated 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 said grantee, his, her, their, or its heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s), this 9th day of November, 2006.


M. Scott Reneau


Donna W. Reneau

STATE OF ALABAMA)
COUNTY OF **SHELBY**)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **M. SCOTT RENEAU and DONNA W. RENEAU**, 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 same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of November, 2006.


Notary Public
My commission expires: 2/17/10


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