
20090130000029630 1/2 \$54.00
Shelby Cnty Judge of Probate, AL
01/30/2009 08:55:50AM FILED/CERT

This instrument was prepared by

Mitchell A. Spears

Attorney at Law

P. O. Box 119

Montevallo, AL 35115

205/665-5102

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Send Tax Notice to:

(Name) Werner H. Beiersdoerfer

(Address) 584 Meadow Lake Farm

Calera, AL 35040

Statutory Warranty Deed

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of TWO HUNDRED FORTY THOUSAND DOLLARS AND 00/100 (\$240,000.00) to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, **THE WESTERVELT COMPANY, INC.** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **WERNER H. BEIERSDOERFER** (herein referred to as grantee, whether one or more), the following described real estate, situated in SHELBY County, Alabama, to-wit:

The Northeast Quarter of the Northeast Quarter of Section 10

Township 22 South Range 2 West, situated in Shelby County, Alabama.

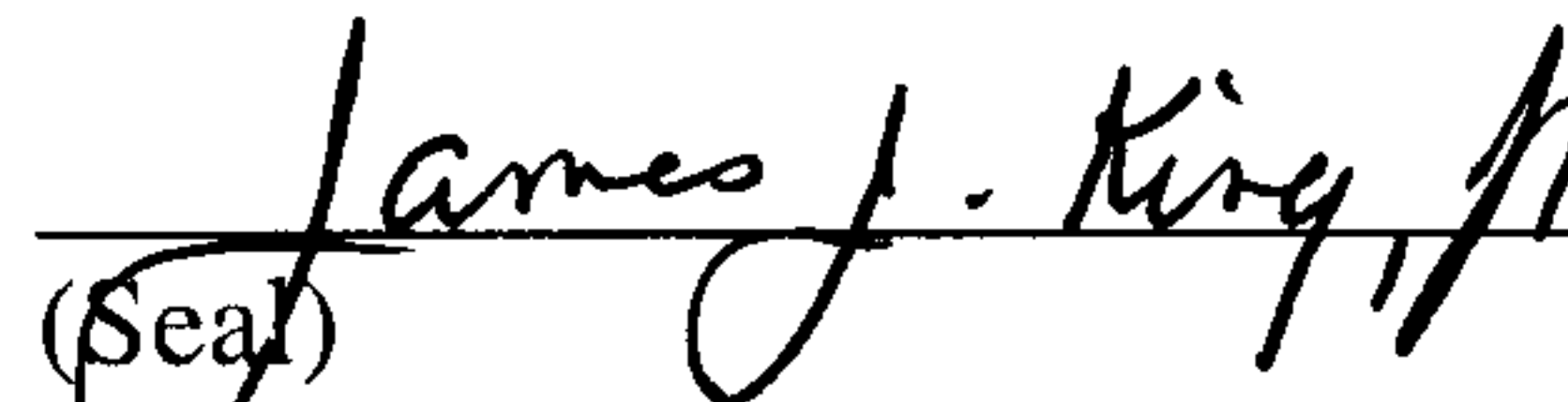
SUBJECT TO:

- **Terms and conditions of Oil and Gas Lease as evidenced my Memorandum of Oil and Gas Lease dated 08-24-1979 by and between Gulf States Paper Corporation and Atlantic Richfield Company recorded in Book 324, Page 397.**
- **Grantor reserves unto itself, its successors or assigns all oil, gas, and minerals, and mineral and mining rights that it may own, subject to the following: Grantor shall not unreasonably disturb the surface use of the above described property while conducting activities, if any, related to the minerals. Without limiting the generality of the foregoing, no strip mining or similar surface based mining shall be conducted on the property, nor shall any equipment or facilities be installed or permanently maintained on the surface of the property except for underground pipes and related equipment for removal of natural gas and other petroleum products, and any such equipment shall be located so as to not unreasonable interfere with any improvements on the Property.**
- **\$200,000.00 of purchase price is secured by Purchase Money First Mortgage.**

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

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s), this 28th day of January, 2009.

The Westervelt Company, Inc.


(Seal)


BY: James J. King, Jr.

ITS: Vice President

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James J. King, Jr. whose name as Vice President of **The Westervelt Company, Inc.**, an Alabama Corporation, 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Company.

Given under my hand and official seal, this the 28th day of **January, 2009**.


Notary Public

My Commission Expires: 4 28 12

Shelby County, AL 01/30/2009
State of Alabama

Deed Tax: \$40.00