

80,000.00

This instrument was prepared without examination of title by: Anne R. Moses, Moses & Moses, P.C., Attorneys-at-Law, 3500 Blue Lake Drive, Suite 495, Birmingham, Alabama 35243

Send tax notice to: DONNA BAILEY, 80 Hwy 6, P.O. Box 1195, Calera, AL 35040

GENERAL WARRANTY DEED

STATE OF ALABAMA )

: KNOW ALL PERSONS BY THESE PRESENTS:

SHELBY COUNTY )

That for and in consideration of Ten and no/100 Dollar (\$10.00) to the undersigned JAMES O. BEAN ("Grantor"), a widower who has not remarried, in hand paid by DONNA BAILEY and JANICE B. RACHELS ("Grantee," whether one or more), the receipt and sufficiency of which is hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto the said Grantee [as tenants in common and not as joint tenants with right of survivorship,] the following described real estate situated in SHELBY COUNTY, ALABAMA, to-wit:

All that part of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of section eleven (11), Township twenty four (24), Range Thirteen (13) east, lying east of the Louisville & Nashville R. R. except ten (10) acres in the southwest corner, sold to Mr. Stortz, the land herein conveyed containing 16 1/2 acres, more or less.

A right of way, parallel with the L. & N. right of way, and adjoining same, for road or drive way is hereby reserved across the herein conveyed property.

Less and Except:

A parcel of land containing one acre, more or less, located in the SE 1/4 of the NW 1/4 of Section 11, Township 24, North, Range 13 East, Shelby County as more particularly described as follows:

Commence at the Northeast corner of said 1/4-1/4 section and run West along a paved county road 210 feet; thence run South 210 feet; thence run East 210 feet to the East boundary of said 1/4-1/4 section; thence run North along said boundary 210 feet to the Point of Beginning.

Less and Except:

Beginning at the intersection of the South Right of Way of Shelby County Highway #6 and the East Right of Way of L & N Railroad in the Southeast 1/4 of the Northeast 1/4 of Section 11, Township 24 North, Range 13 East, Shelby County, Alabama; thence East along



the South right of way of said highway 210 feet, thence South 18° E 235 feet, thence West 285 feet, thence North along the East right of way of said railroad 223 feet to the point of beginning, and containing 1.3 acres, more or less.

This is the homestead property of the Grantor.

This property is conveyed subject to the following:

- (1) General and special taxes and assessments for 2010 and subsequent years not yet due and payable;
- (2) All easements, restrictions, set-back lines, rights-of-way and limitations of record, if any.

**TO HAVE AND TO HOLD** unto the said Grantee, and each of their respective heirs, personal representatives and assigns forever.

And said Grantor does for him and for his heirs, personal representatives and assigns, covenant with the Grantee, and each of their respective heirs, personal representatives and assigns, that he is lawfully seized in fee simple of said premises, that it is free from all encumbrances, unless otherwise noted above, that he has a good right to sell and convey the same as aforesaid, and that he will, and his heirs, personal representatives and assigns shall, warrant and defend the same to the said Grantee, and each of their respective heirs, personal representatives and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, Grantor has hereto set forth his signature and seal this 8<sup>th</sup> day of March, 2010.

**GRANTOR:**

James O. BEANE  
**JAMES O. BEAN**

**STATE OF ALABAMA     )**  
**JEFFERSON COUNTY    )**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **JAMES O. BEAN** whose name 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 such conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 8<sup>th</sup> day of March 2010.

Katie Cannady  
Notary Public

My commission expires: **My Commission Expires April 29, 2011**

[SEAL]

