



20120123000025190 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
01/23/2012 08:29:21 AM FILED/CERT

This instrument was prepared by:
Anthony D. Snable, Attorney
Snable, Chaney & Snable, LLC
The Plaza Building
2112 11th Avenue South, Suite 528
Birmingham, AL 35205

Send Tax Notices to:
Melanie Massey
2866 Hwy. 10
Montevallo, AL 35115

WARRANTY DEED

STATE OF ALABAMA)

JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00) to the undersigned grantor(s) (whether one or more); in hand paid by the grantee herein, the receipt and sufficiency of which is hereby acknowledged, I or we, Josh Smitherman, a married man (herein referred to as grantor(s), whether one or more), grant, bargain, sell and convey unto Melanie Massey, (hereinafter referred to as grantee(s), whether one or more), the following described real estate situated in Shelby County, Alabama to-wit:

A part of the NW 1/4 of the SW 1/4 of Section 13, Township 22 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows: Beginning at the sE corner of said 1/4 - 1/4 section; thence run North along the East line of said 1/4 - 1/4 section a distance of 318.00 feet to a point on the North right of way of Shelby County Road No. 10 (Boothton-Montevallo Road) for the point of beginning; thence continue North 195.00 feet; thence turn 90 degrees left and run 175.00 feet; thence turn 90 degrees left and run 150.55 feet to the North right of way of Shelby County Road No. 10; thence turn 75 degrees 45 minutes left and run along a chord of arc on the North right of way of Shelby County No. 10 a distance of 180.56 feet to the point of beginning.

SUBJECT TO:

1. Advalorem taxes for the current tax year, 2012.
2. Easements, restrictions, reservations and conditions of record.

THE GRANTOR HEREBY CERTIFIES THAT THE ABOVE DESCRIBED PROPERTY DOES NOT CONSTITUTE HIS HOMESTEAD OR THE HOMESTEAD OF HIS SPOUSE AS DEFINED BY CODE SECTION 6-10-2.

ALL OF THE PURCHASE PRICE RECITED ABOVE WAS PAID FROM MORTGAGE LOAN CLOSED SIMULTANEOUSLY HEREWITH:

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


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

IN WITNESS WHEREOF, I/(we) the undersigned hereunto set my (our) hand(s) and seal(s) this 19th day of January, 2012.


Josh Smitherman

STATE OF ALABAMA)

JEFFERSON COUNTY)


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I, the undersigned, a Notary Public n and for said County, in said State, hereby certify that Josh Smitherman, a married man, whose name(s) (is/are) signed to the foregoing conveyance, and who (is/are) known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, HE/SHE/THEY executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of January, 2012.


Notary Public, Kathy M. Slaton

My commission expires: 10-6-14

