

STATE OF ALABAMA

SHELBY COUNTY

THIS INDENTURE, made and entered into on this the 10 day of Oct., 2012, by and between LU S. BOOZER, a single woman, party of the first part, and BRENDA ZEGARELLI, 3462 Indian Lake Circle, Pelham, Alabama 35124, and RICHARD W. BOOZER, JR., 2335 Harding Avenue, Muscle Shoals, Alabama 35661, parties of the second part,

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten and no/100 (\$10.00) Dollars, to the party of the first part in hand paid by the parties of the second part, and other valuable consideration, the receipt whereof is hereby acknowledged, the party of the first part has granted, bargained, and sold and does by these presents grant, bargain, sell and convey unto the parties of the second part, for and during their joint lives, and upon the death of either of them, to the survivor in fee simple, the following described real property, to-wit:

Parcel I:

A parcel of land situated in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 36 and run in a westerly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 132.93 feet, said line also being the Northerly right of way line of Indian Lake Lane; thence turn an angle to the left of 77°25'48" and leaving said North line run in a southwesterly direction for a distance of 61.46 feet to a point on the Southerly right of way line of said Indian Lake Lane; said point being the point of beginning. From said point of beginning continue along the last described course for a distance of 304.18 feet; thence turn an angle to the right of 36°08'00" and run in a southwesterly direction for a distance of 12.58 feet; thence turn an angle to the right of 110°37'18" and run in a northwesterly direction for a distance of 62.48 feet; thence turn an angle to the left of 13°21'27" and run in a northwesterly direction for a distance of 122.78 feet; thence turn an angle to the left of 15°45'59" and run in a northwesterly direction for a distance of 158.11 feet to a point on the Southeasterly right of way line of said Indian Lake Lane, said point being on a curve to the right having a radius of 387.10 feet and a central angle of 27°14'25"; thence turn an angle to the right of 112°33'32" to the tangent of said curve and run in a northeasterly to easterly direction along the arc of said curve and along said Southeasterly right of way line for an arc distance of 184.04 feet to the end of said curve; thence run in an easterly direction tangent to said curve and along said Southerly right of way line of Indian Lake Lane for a distance of 110.0 feet to the point of beginning of the herein described parcel of land.

Parcel II:

A parcel of land situated in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 36 and run in a westerly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 132.93 feet; said line also being the Northerly right of way of Indian Lake Lane; thence turn an angle to the left of 77°25'48" and leaving said North line run in a southwesterly direction for a distance of 61.46 feet to a point on the southerly right of way line of said Indian Lake Lane; thence turn an angle to the right of 77°25'48" and run in a westerly direction along said Southerly right of way line for a distance of 110.00 feet to the beginning of a curve to the left having a radius of 387.10 feet and a central angle of 27°14'25"; thence run in a westerly to southwesterly direction along the arc of said curve and along the Southeasterly right of way line of said Indian Lake Lane for an arc distance of 184.04 feet to the point of beginning; From said

point of beginning turn an angle to the left of 112°33'32" from the tangent of said curve and leaving said right of way line run in a Southeasterly direction for a distance of 158.11 feet; thence turn an angle to the right of 15°45'99" and run in a southeasterly direction for a distance of 122.78 feet; thence turn an angle to the right of 13°21'27" and run in a southeasterly direction for a distance of 62.48 feet; thence turn an angle to the right of 69°22'42" and run in a southwesterly direction for a distance of 114.42 feet; thence turn an angle to the right of 89°16'12" and run in a northwesterly direction for a distance of 346.29 feet to a point on the Southeasterly right of way line of said Indian Lake Lane, said point being on a curve to the right having a radius of 387.10 feet and a central angle of 19°50'02"; thence turn an angle to the right of 84°57'10" to the tangent of said curve and run in a northeasterly direction along the arc of said curve and along said Southeasterly right of way line for an arc distance of 134.00 feet to the point of beginning of the herein described parcel of land.

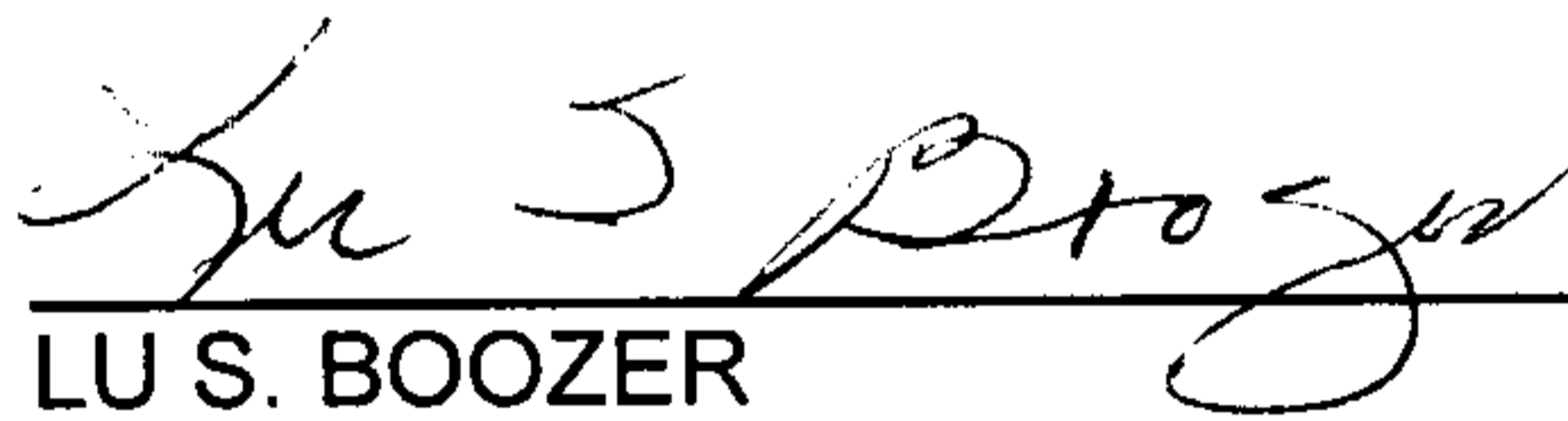
Subject to taxes for the current year and any easements, restrictions or reservation of record.

THE GRANTOR DOES HEREBY RESERVE A LIFE ESTATE IN AND TO THE ABOVE DESCRIBED REAL ESTATE.

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, unto the parties of the second part, for and during their joint lives, and upon the death of either of them, to the survivor, his/her/their heirs and assigns, in fee simple.

And the party of the first part does hereby covenant with the parties of the second part that she is lawfully seized in fee of the said premises, that she has a good right to sell and convey the same; that said premises are free from incumbrances, except as herein stated; and that she will forever warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal on this the day and year first above written.

 (SEAL)
LU S. BOOZER

STATE OF ALABAMA
CALHOUN COUNTY


I, the undersigned, a Notary Public in and for said State and County, hereby certify that LU S. BOOZER, 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 the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 10 day of Oct, 2012.


NOTARY PUBLIC

This instrument was prepared by:
PHILLIPS & PHILLIPS
ATTORNEYS AT LAW
7 EAST 13TH STREET, SUITE 327
ANNISTON, AL 36201
(256) 237-7556
Prepared without benefit of title search or survey

Shelby County, AL 10/17/2012
State of Alabama
Deed Tax: \$158.50


20121017000398560 2/3 \$176.50
Shelby Cnty Judge of Probate, AL
10/17/2012 10:58:07 AM FILED/CERT

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Lu S. Boozer
Mailing Address 215 Penny Lane
Murford, AL 36268

Grantee's Name Brenda Zeyarelli
Mailing Address 3460 Indian Lake Cir
Perham AL 35124
Rick Boozer
2301 Harding Ave
Muscle Shoals, AL 35661

Property Address 3460 Indian Lake Cir
Perham, AL 35124

Date of Sale 10/17/12

Total Purchase Price \$ 317,090

or

Actual Value \$ 158,545

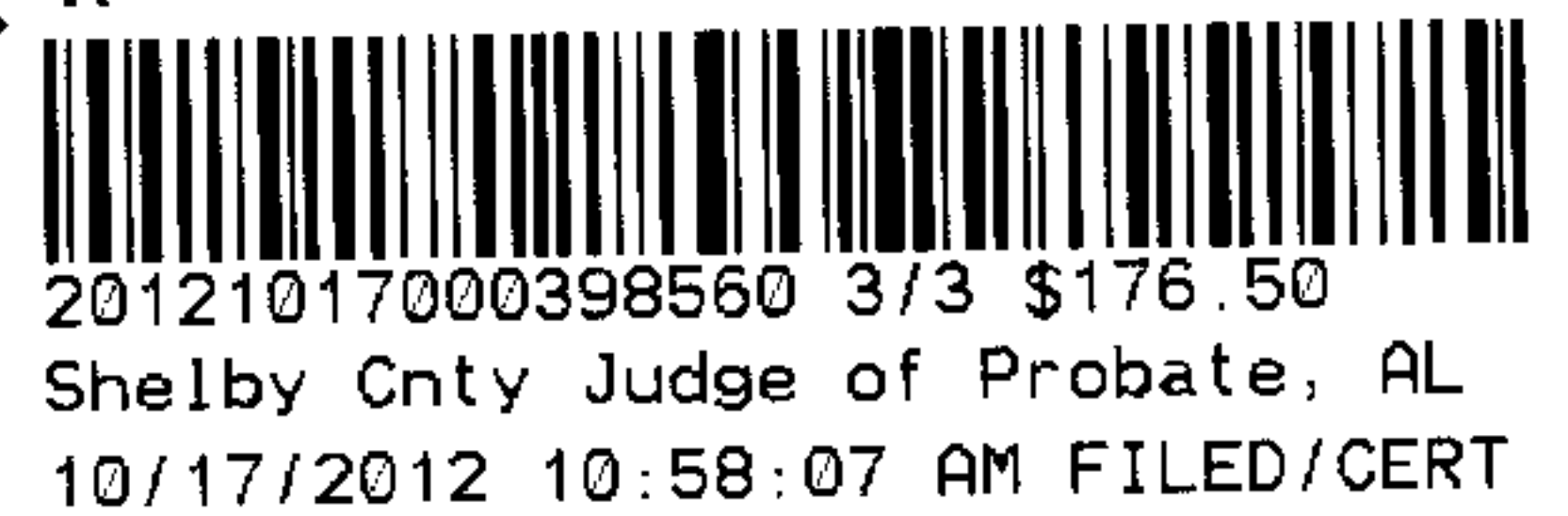
or

Assessor's Market Value \$ 317,090

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☐ Sales Contract
☐ Closing Statement

☐ Appraisal
☒ Other



If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 10/17/12

Print Brenda Zeyarelli

☐ Unattested

(verified by)

Sign [Signature]

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1