20230227000051770 02/27/2023 10:11:12 AM CORDEED 1/3

20210406000171950 04/06/2021 01:51:25 PM DEEDS 1/3

Prepared by: Cassy L. Dailey Attorney at Law 3156 Pelham Parkway, Suite 2 Pelham, AL 35124 Send Tax Notice To: Roberto Hernandez 7060 Hwy 22 Montevallo, AL 35115

CORRECTIVE

WARRANTY DEED

*deed being re-recorded to remove item 4 from the legal description.

State of Alabama County of Shelby

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Hundred Seventy Four Thousand Dollars and No Cents (\$174,000.00) the amount of which can be verified in the Sales Contract between the parties hereto to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we

Donny C. Davis, a married man, Melanie D. Lawley, a married woman, Rhonda Goodwin, a married woman, Twyla Cline, an unmarried woman, Brian Kornegay, an unmarried man, and Maxine Davis, an unmarried woman, being the sole heirs and next-of-kin of Mildred H. Davis, deceased, whose mailing address is:

1207 Sequoia Circle, Alabaster, AL 35007

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Roberto Hernandez, whose mailing address is:

7060 <u>Hwy</u> 22, Montevallo, AL 35115

(herein referred to as grantee), the following described real estate property situated in Shelby County, Alabama, the address of which is: 7060 Hwy 22, Montevallo, AL 35115 to-wit:

ITEM ONE

Begin at the point of intersection of East line of NE 1/4 of SE 1/4 of Section 2, Township 22, Range 3 West, with the South line of the old Columbiana and Tuscaloosa Public Road and run thence in a Westerly direction along said line 900 feet, more or less; thence continue along said line in a Northwesterly direction 543 feet, more or less; thence continue westerly along said line 614 feet to the point of beginning, thence run in a Southerly direction and perpendicular to the South line of said road a distance of 420 feet, thence run in a Westerly direction, and perpendicular to the South line of said road, a distance of 420 feet to the South line of said road, thence in a Easterly direction along the South line of said road a distance of 210 feet to the point of beginning; said property being in SW 1/4 of NE 1/4 of Section 2, Township 22, Range 3 West.

ITEM TWO

Begin at the point of intersection of the East line of NE 1/4 of SE 1/4 of Section 2, Township 22, Range 3 West with the South line of the Old Columbiana-Tuscaloosa public road and run thence in a Westerly direction along said road 900 feet, more or less; thence continue along said road in a Northwesterly direction 543 feet, more or less; thence continue in a Westerly direction along said road 824 feet to the Northwest corner of Mildred and Walter Davis lot to the point of beginning; thence continue in a Westerly direction along said road 105 feet to the Mary Sue and Lawson Johnson lot; thence along same and parallel with the East line of the Montevallo-Ashville public road run South 210 feet; thence West along the South line of said Johnson lot and parallel with the South line of old Columbiana-Tuscaloosa road 105 feet to the East line of Gordon and Virginia Ruth McDaniel lot; thence along same and along the line of J.D. Holcombe Jr. lot and parallel with the East line of old Montevallo-Ashville public road 228 feet to the North line of land owned by said J.D. Holcombe Jr.; thence along same and perpendicular to said

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Montevalto-Ashville public road 105 feet; thence South along said J.D. Hotcombe Jr. lot and parattet to said Montevallo-Ashville public road 192 feet; thence East 105 feet to the Southwest corner of Mildred and Walter Davis lot; thence along same and parallel with the Montevallo-Ashville public road 630 feet to the point of beginning; being situated in Section 2, Township 22, Range 3 West.

ITEM THREE

Commencing at the point of intersection of the East line of the Northeast Quarter of the Southeast Quarter of Section 2, Township 22, Range 3 West, with the South line of the old Columbiana and Tuscaloosa public road, and run thence in a Westerly direction along said line 900 feet, more or less; continue thence along said line in a Northwesterly direction 543 feet, more or less, continue thence in a Westerly said line 614 feet to the Northeast corner of a lot heretofore conveyed to the grantees, for a point of beginning; Run thence in a Southerly direction and perpendicular to said public road, a distance of 420 feet; run thence in a Westerly direction and parallel to said road 210 feet; thence in a Northern direction and perpendicular to said road a distance of 630 feet; thence in a Westerly direction and along the South right of way of said old Columbiana and Tuscaloosa public road a distance of 210 feet to the point of beginning, situated in the Southwest Quarter of the Northeast Quarter of Section 2, Township 22, Range 3 West.

Subject to: All easements, restrictions and rights of way of record.

\$90,000.00 of the above mentioned purchase price was paid for from a mortgage loan which was closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said grantees, as joint tenants with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors and administrators covenant with the said Grantees, 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 noted 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 warrants and defend the same to the said Grantees, their 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 <u>IVII</u> day of February, 2021.

Donny C. Davis

Rhonda Goodwin

Brian Kornegay

Melanie D. Lawley

Twyla/Cline

Maxine Davis

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*The above described property does not constitute the homestead of any Grantor, nor that of their respective spouse, neither is it contiguous thereto.

State of Alabama County of Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donny C. Davis, Melanie D. Lawley, Rhonda Goodwin, Twyla Cline, Brian Kornegay and Maxine Davis, 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.

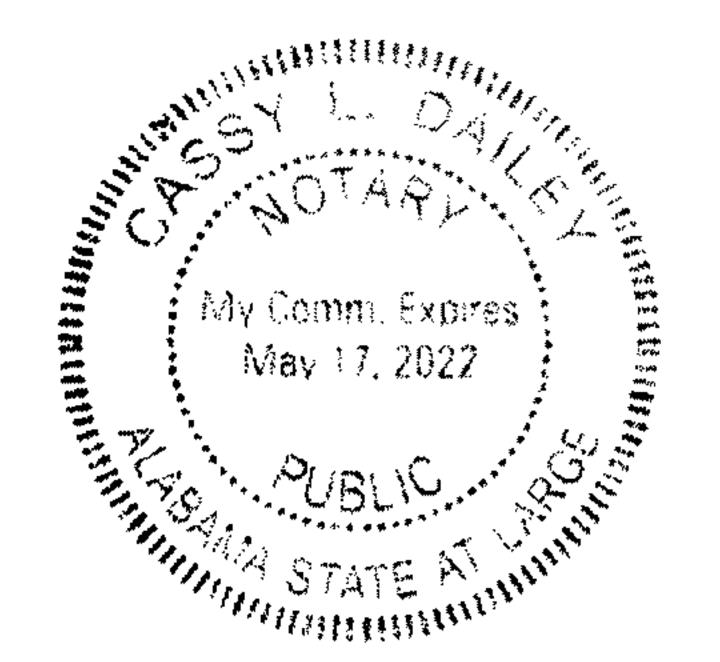
Given under my hand and official seal this the the limit of the day of March, 2021.

Notary Hublic, State of Alabama

Cassy L. Dailey

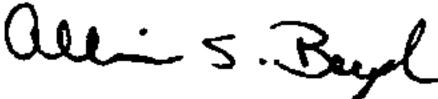
Printed Name of Notary

My Commission Expires: May 17, 2022





Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/27/2023 10:11:12 AM
\$33.00 PAYGE
20230227000051770





Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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