

*This instrument was prepared  
without benefit of title search by:*  
Thomas G. Owings  
Owings Law Firm, LLC  
1186 University Way, Suite D  
Brent, AL 35034  
(205)926-7790

*Send Tax Notice To:*  
James Bradford Smith and  
Meka Collins Smith  
4323 Highway 18  
Montevallo, AL 35115

***State of Alabama***

§

***Shelby County***

§

§

***Warranty Deed***

***Joint Tenants with Right of Survivorship***

***Know All Men By These Presents:***

That in consideration of **Sixty-Five Thousand and NO/100 Dollars (\$65,000.00)**, and other good and valuable consideration to the undersigned Grantor, in hand paid by the Grantee herein, the receipt, adequacy and sufficiency whereof is hereby acknowledged, **Paul B. Smith and wife, Patricia L. Smith**, whose address is **4265 Hwy 18, Montevallo, AL 35115**, (herein referred to as the "Grantor", whether one or more), do grant, bargain, sell and convey unto **James Bradford Smith and Meka Collins Smith, husband and wife**, whose address is **4323 Highway 18, Montevallo, AL 35115**, (herein referred to as the "Grantee", whether one or more), the following described real estate, situated in and lying within **Shelby County, Alabama**, to-wit:

Commence at the accepted Southeast corner of North 1/2 fractional "B" Section 12, Township 24 North, Range 12 East, Shelby County, Alabama and run North 71 degrees 42 minutes West for 498.00 feet to a point of intersection with the centerline of Shelby County Highway No. 18; thence North 01 degrees 30 minutes 04 seconds West for 422.30 feet; thence North 01 degrees 54 minutes 37 seconds East 512.65 feet to a point on the Westerly right of way line of Shelby County Highway No. 18 and point of beginning; thence North 82 degrees 28 minutes 04 seconds West for 194.44 feet; thence North 07 degrees 31 minutes 56 seconds East for 210.00 feet, more or less, to a point on the South line of property described in deed 192, Page 244, Shelby County; thence South 82 degrees 28 minutes 04 seconds East and along said South line for a distance of 218.75 feet, more or less, to a point of intersection with the Westerly right of way line of said Shelby County Highway 18; thence South 14 degrees 08 minutes 10 seconds West a chord distance of 211.40 feet, more or less, to point of beginning.

**SUBJECT TO:**

Taxes for 2023 and subsequent years. 2022-2023 ad valorem taxes are a lien but not due and payable until October 1, 2023.

Any loss, claim, damage, or expense including additional tax due, if any, arising from or due to the fact that ad valorem taxes for subject property have been paid under a current use assessment.

Title to minerals underlying captioned lands with mining rights and privileges belonging thereto.

Right of way to Shelby County recorded in Deed Book 135, Page 387.

Easement to Water Works Board of the Town of Montevallo recorded in Deed Book 177, Page 315.

**SOURCE OF TITLE: Instrument #20020124000041681**

**Grantors hereby certify that the property herein conveyed is not Grantors' homestead.**

**ADDRESS OF PROPERTY:**

**Rural Acreage**


**Montevallo, AL 35115**


This conveyance is made subject to all restrictions, easements, reservations, and rights of way of record in the Office of the Judge of Probate of Shelby County Alabama, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining and the reversion, remainder or remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, dower and rights of dower, property, possession, claim and demand whatsoever as well in law as in equity, of the said Grantor, of, in, and to the same and every part or parcel thereof, with the appurtenances.

**TO HAVE AND TO HOLD** unto said Grantees, as joint tenants, with right of survivorship, their heirs, successors, and assigns forever, it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantees herein) in the event one Grantee survives the other, the entire interest in fee simple shall pass to the surviving Grantee.

And we do for ourselves and for our heirs, executors, assigns, and administrators covenant with the said Grantee, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that said premises are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Grantee, their heirs and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, We have hereunto set our hands and seals, this 24<sup>th</sup> day of July, 2023.

 (Seal)  
PAUL B. SMITH

 (Seal)  
PATRICIA L. SMITH

**STATE OF ALABAMA**

**§**

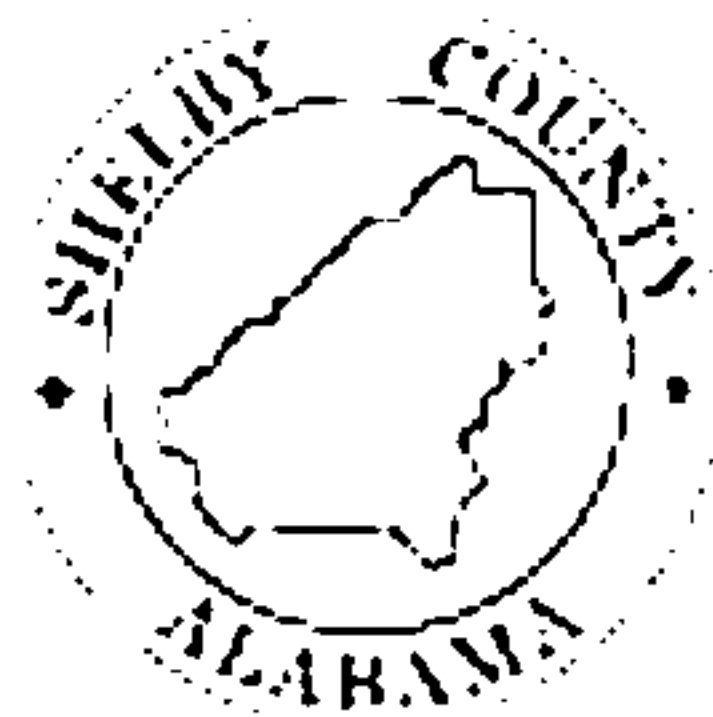
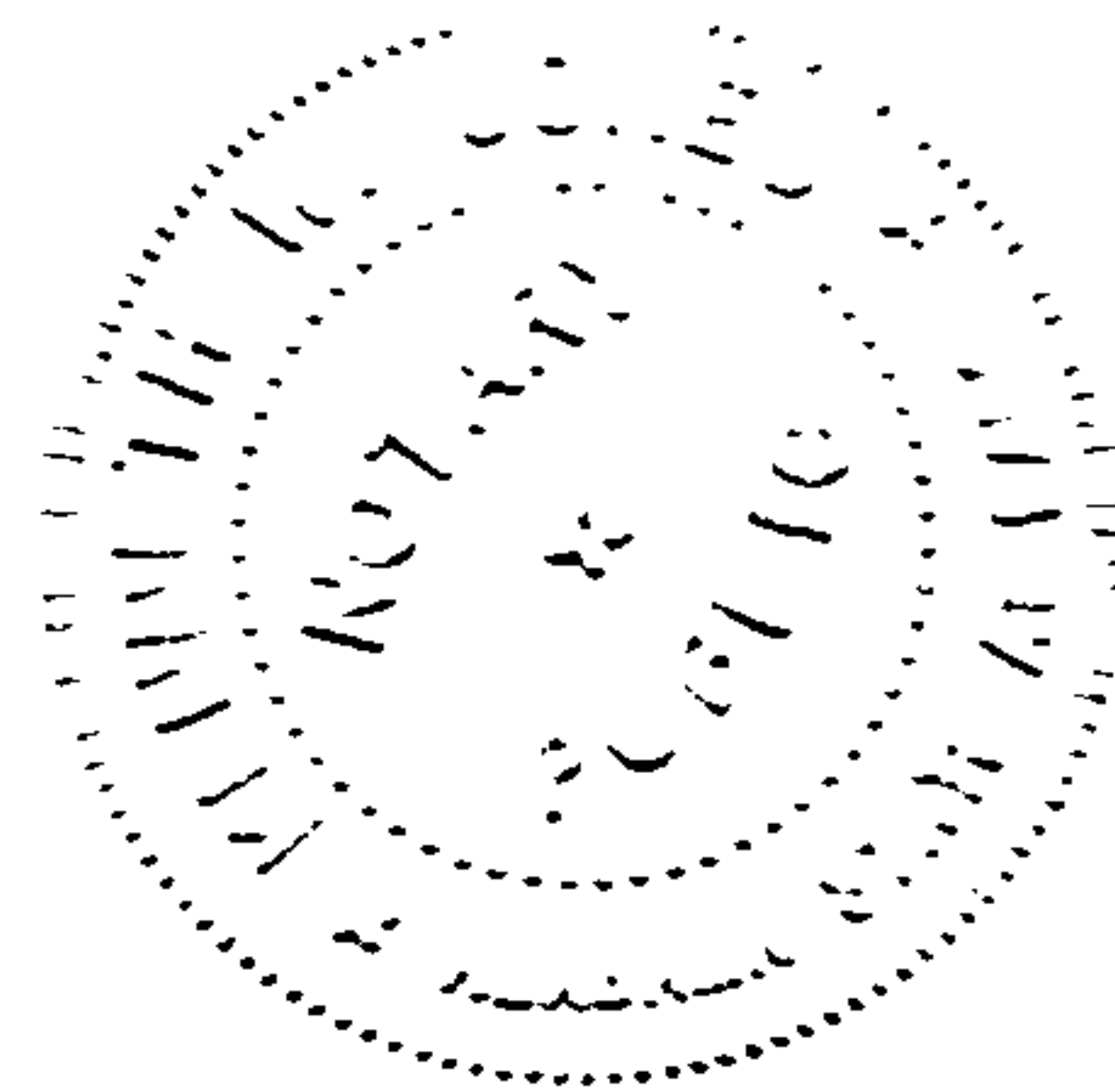


COUNTY OF Shelby§  
§**GENERAL ACKNOWLEDGMENT**

The undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul B. Smith and wife, Patricia L. Smith, whose names are signed to the foregoing conveyance, and being known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they, executed same voluntarily as their own act on the day the same bears date.

Given under my hand and official seal this 24<sup>th</sup> day of July, 2023.

Kenneth W. Jones  
 Notary Public MY COMMISSION EXPIRES FEBRUARY 9, 2025  
 My Commission Expires: \_\_\_\_\_



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 07/27/2023 01:07:03 PM  
 \$93.00 PAYGE  
 20230727000225680

Allen S. Bayl