

STATE OF ALABAMA :

COUNTY OF BALDWIN :

WARRANTY DEED

⑥  
53862

KNOW ALL MEN BY THESE PRESENTS, that **TIMOTHY P. MCCRORY**, a married man and **WADE HOLIDAY**, a married man, ("Grantors"), for and in consideration of the sum of TEN DOLLARS (\$10.00) in cash and other good and valuable consideration, in hand paid to the Grantors by **G. TUCKER GRAU**, ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, subject to all matters and things hereinafter set forth, have this day bargained and sold and by these presents do hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, all that real property situated in the County of Baldwin, State of Alabama, described as follows, to-wit:

**PARCEL 1:** COMMENCING AT THE SOUTHWEST CORNER OF LOT 3 WOLF RIDGE ESTATES AS RECORDED ON SLIDE NUMBER 2215-E IN THE OFFICE OF THE JUDGE OF PROBATE BALDWIN COUNTY, ALABAMA; THENCE RUN S-89°56'47"-W ALONG THE NORTH RIGHT-OF-WAY LINE OF WILSON ROAD 82.81 FEET TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF WILSON ROAD; THENCE RUN S-89°35'19"-W, LEAVING SAID WEST RIGHT-OF-WAY LINE 371.03 FEET TO THE POINT OF BEGINNING; THENCE RUN S-00°01'26"-E 155.06 FEET TO A POINT ON THE NORTH MARGIN OF WOLF CREEK; THENCE RUN NORTHWESTERLY ALONG SAID NORTH MARGIN 479 FEET MORE OR LESS TO A POINT THAT IS N-69°44'38"-W 439.31 FEET FROM THE LAST POINT OF CALL; THENCE RUN N-89°35'19"-E LEAVING SAID NORTH MARGIN 412.22 FEET TO THE POINT OF BEGINNING. SAID PROPERTY BEING IDENTIFIED AS PARCEL C ON THE PLAT OF SURVEY BY ERCIL E. GODWIN, HUTCHINSON, MOORE & RAUCH, LLC, DATED JULY 31, 2008, M5615\2287\3501.

**PARCEL 2:** TOGETHER WITH AN APPURTENANT 30 FOOT INGRESS/EGRESS AND UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3 WOLF RIDGE ESTATES AS RECORDED ON SLIDE NUMBER 2215-E IN THE OFFICE OF THE JUDGE OF PROBATE BALDWIN COUNTY, ALABAMA; THENCE RUN S-89°56'47"-W ALONG THE NORTH RIGHT-OF-WAY LINE OF WILSON ROAD 82.81 FEET TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF WILSON ROAD AND THE POINT OF BEGINNING; THENCE RUN S-15°46'07"-W, ALONG SAID WEST RIGHT-OF-WAY LINE 31.24 FEET TO A POINT; THENCE RUN S-89°35'19"-W, LEAVING SAID WEST RIGHT-OF-WAY LINE 362.56 FEET TO A POINT; THENCE RUN N-00°01'26"-E, 30.00 FEET TO A POINT; THENCE RUN N-89°35'19"-E, 371.03 FEET TO THE POINT OF BEGINNING

**PARCEL 3:** COMMENCING AT THE SOUTHWEST CORNER OF LOT 3 WOLF RIDGE ESTATES AS RECORDED ON SLIDE NUMBER 2215-E IN THE OFFICE OF THE JUDGE OF PROBATE BALDWIN COUNTY, ALABAMA; THENCE RUN S-89°56'47"-W ALONG THE NORTH RIGHT-OF-WAY LINE OF WILSON ROAD 82.81 FEET TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF WILSON ROAD; THENCE RUN S-89°35'19"-W, LEAVING SAID WEST RIGHT-OF-WAY LINE 828.26 FEET TO A POINT ON THE NORTH MARGIN OF WOLF CREEK AND THE POINT OF BEGINNING; THENCE RUN SOUTHWESTERLY ALONG THE NORTH MARGIN OF WOLF CREEK 34 FEET MORE OR LESS TO A POINT THAT IS S-14°41'10"-W 33.97 FEET FROM THE LAST POINT OF CALL; THENCE RUN WESTERLY ALONG SAID NORTH MARGIN 216 FEET MORE OR LESS TO A POINT THAT IS S-87°24'07"-W 212.75 FEET FROM THE LAST POINT OF CALL; THENCE RUN NORTHWESTERLY ALONG SAID NORTH MARGIN 45 FEET MORE OR LESS TO A POINT THAT IS N-25°44'19"-W 45.27 FEET FROM THE LAST POINT OF CALL; THENCE RUN N-89°35'19"-E LEAVING SAID NORTH MARGIN 240.81 FEET TO THE POINT OF BEGINNING. SAID PROPERTY BEING IDENTIFIED AS PARCEL D ON THE PLAT OF SURVEY BY ERCIL E. GODWIN, HUTCHINSON, MOORE & RAUCH, LLC, DATED JULY 31, 2008, M5615\2287\3501.

LESS AND EXCEPT such oil, gas and other mineral interests and all rights and privileges in connection therewith as may have been reserved or conveyed by prior owners, if any.

Grantor, TIMOTHY P. MCCRORY and WADE HOLIDAY, if married, hereby states that the above described property does not constitute part of their respective homesteads nor does it constitute part of the homestead of their respective spouses.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. Rights of the United States of America, State of Alabama, or other parties in and to the bed, shore and water of Wolf Creek. No portion of the herein described land lying below ordinary mean high water mark.
2. Rights, if any, of the public to use as a public beach or recreation area any part of the herein described land lying between the body of water abutting said land and the natural line of vegetation, dunes, extreme high water line or other apparent boundary lines separating the publicly used area from the upland private area.
3. Easement Agreement by and between William F. Harris and Yvonne H. Harris and Lee Young dated August 19, 2005 and recorded at Instrument 963416, and all covenants, conditions, restrictions, expiration and termination provisions contained therein.
4. Terms and conditions of the Common Driveway and Boat Launch Agreement by and between Robert M. Tyson, Jr. and Blanche V. Simmons dated October 2, 2002 and recorded at Instrument 685496.
5. Reservation of all interest in and to all oil, gas, and minerals and rights in connection therewith as contained in deed from W. P. Whiddon and Venice Whiddon to Samuel G. McKerrall and Paula R. McKerrall and David L. Larson and Loretta J. Larson dated June 9, 1978 and recorded in Real Property Book 21, Page 918. (PARCEL 2)
6. Reservation of all interest in and to all oil, gas, and minerals and rights in connection therewith as contained in deed from W.P. Whiddon and Venice Whiddon to McVickers Construction, Inc. dated November 6, 1981 and recorded in Real Property Book 102, Page 327. (PARCEL 2)
7. Rights of other parties in and to the easements described herein.
8. Amended and restated Easement Agreement by and between William F. Harris and Yvonne H. Harris and Timothy P. McCrory and Tracy Holiday, dated March 27, 2007 and recorded at Instrument 1039674, and all covenants, conditions, restrictions, expiration and termination provisions contained therein.
9. Oil, gas, and mineral lease from W. P. Whiddon to A. P. Ogburn, Jr. dated January 24, 1976 and recorded in Deed Book 490, Page 186. (PARCEL 2)
10. Reservation of 1/2 interest in and to all oil, gas, and minerals and rights in connection therewith as contained in deed from James E. Findley, individually and as Trustee of the Estate of John D. Clarke to W. P. Whiddon and Venice Whiddon dated July 8, 1963 and recorded in Deed Book 333, Page 478. (PARCEL 2)
11. No title to any submerged, filled, or accreted lands.
12. Any part of the land described which may constitute wetlands or tidelands and any restriction on use or development arising out of a determination that the land, or some portion thereof, may be subject to provisions of Alabama Coastal Preservation statutes.
13. Lack of legal right of access to and from the land described herein. (PARCEL 3)

DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(c).

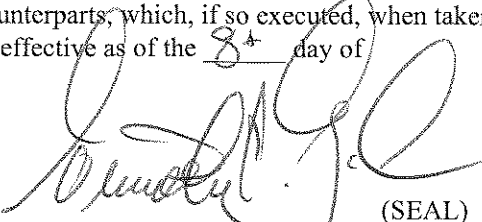
The recording references refer to the records in the Office of the Judge of Probate of Baldwin County, Alabama, unless otherwise indicated.

TOGETHER WITH ALL AND SINGULAR, the rights, members, privileges and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Grantee, and to the heirs and assigns of said Grantee, in fee simple, FOREVER.

And, except as to the above and taxes hereafter falling due which are assumed by the Grantee, Grantors do, for Grantors and for the heirs and assigns of Grantors, hereby covenant with the Grantee that Grantors are seized of an indefeasible estate in fee simple in said property, are in quiet and peaceable possession thereof, that said property is free and clear of all encumbrances, and that Grantors do hereby WARRANT AND WILL FOREVER DEFEND the title to said property and the peaceable possession thereof, unto the Grantee, and to the heirs and assigns of Grantee, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned, constituting all of the Grantors, hereby execute this Warranty Deed (which may be executed in multiple counterparts, which, if so executed, when taken together shall constitute one and the same instrument), effective as of the 8<sup>th</sup> day of October, 2008.

  
(SEAL)  
TIMOTHY P. MCCRORY


STATE OF Alabama  
COUNTY OF Baldwin

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that TIMOTHY P. MCCRORY, 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 said conveyance, he has executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 8<sup>th</sup> day of October, 2008.

  
NOTARY PUBLIC  
My Commission Expires: MY COMMISSION EXPIRES 8/22/09

*(Additional Grantor's signature on following page)*

  
WADE HOLIDAY (SEAL)

STATE OF CA  
COUNTY OF \_\_\_\_\_

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that WADE HOLIDAY, 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 said conveyance, he has executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

  
NOTARY PUBLIC  
My Commission Expires:

Address of Grantors:

gro Plantation Dr  
Gulf Shores AL 36542

Address of Grantee:

PO Box 1171  
Gulf Shores AL 36547

THIS INSTRUMENT PREPARED BY:

G. DAVID CHAPMAN III, P.C.  
Attorney at Law  
Post Office Box 1508  
Gulf Shores, Alabama 36547  
File 08.7295

## ACKNOWLEDGMENT

State of California

County of Nevada

On 10. 8. 08 before me, J. Ferrell, notary public  
(insert name and title of the officer)

personally appeared — WADE HOLIDAY —  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

