

This instrument was prepared by

3556

(Name) Karl C. Harrison

(Address) Columbiana, Alabama

Form 1-1-5 Rev. 1-66

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Three Thousand and no/100----- DOLLARS and the assumption of the unpaid balance due on that certain mortgage from grantors herein to Robinson Mortgage Company, Inc. which is recorded in Probate Office of Shelby County, Alabama, to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Richard E. Morrow and wife, Jacqueline C. Morrow

(herein referred to as grantors) do grant, bargain, sell and convey unto

Ernos E. Franks and Carol C. Franks

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama to-wit:

Lot 5 according to "Calmont Subdivision" of SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 2, Township 24, Range 12 East, Shelby County, Alabama as shown by map of said subdivision on record in Map Book 4 page 4 in the Probate Office of Shelby County, Alabama.

Subject to restrictions that "No dwelling house shall be erected upon the above described land of which the main portion of said house contains less than 1200 square feet. This restriction shall be a covenant running with the land and a violation of the same may be enjoined in any court of competent jurisdiction.

19710616000024400 1/1 \$.00
Shelby Cnty Judge of Probate, AL
06/16/1971 12:00:00 AM FILED/CERT

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1971 JUN 16 PM 12:26
UCC FILE NUMBER OR REC. BK. & PAGE AS SHOWN ABOVE
Conrad J. Parker
JUDGE OF PROBATE

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

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 warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 9th day of June, 1971

WITNESS:
Yick Scott (Seal)

Richard E. Morrow (Seal)
Richard E. Morrow
Jacqueline C. Morrow (Seal)
Jacquelin C. Morrow
_____ (Seal)

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STATE OF ALABAMA
Shelby COUNTY

General Acknowledgment

I, *Betty A. Crawford*, a Notary Public in and for said County, in said State, hereby certify that *Richard E. Morrow and wife, Jacqueline C. Morrow* whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of June, A. D., 1971
Betty A. Crawford
My Commission Expires July 27, 1974, Notary Public.