

This instrument prepared by  
(Name) Thomas L. Foster, Attorney 794  
(Address) 2010 City Federal Bldg. Birmingham, Alabama 35203

**american title  
insurance company**

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA }  
Shelby } COUNTY } KNOW ALL MEN BY THESE PRESENTS.

That in consideration of Fifty Eight Thousand Nine Hundred Ninety Nine and 54/100 ( 58,999.54RS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,  
Kenneth W. Sims and Barbara M. Sims , husband and wife

(herein referred to as grantors) do grant, bargain, sell and convey unto  
David A. Weigandt and Marie Weigandt

(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 6, In Block 3, according to a Resurvey of Fernwood, Third Sector, as  
recorded in Map Book 7, page 80 in the Probate Office of Shelby County,  
Alabama; being situated in Shelby County, Alabama.

Subject to:

1. Ad valorem taxes for the current tax year.
2. Building setback line of 35' reserved from Street, as shown by  
recorded plat.
3. Public utility easements a shown by recorded plat.
4. Transmission line permits to Ala. Power Co. recorded in Deed Book 129,  
page 37, Deed Book 178, page 280 and Deed Book 188, page 544.
5. Right of way to Shelby County in Deed Book 186, page 531.
6. Mineral and mining rights in Deed Book 48, page 461.
7. Restrictions in Misc. Book 26, page 77.
8. Permit to Ala. Power Co. and South Central Bell in Deed Book 314, page 927.

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Shelby Cnty Judge of Probate, AL  
06/24/1981 00:00:00 FILED/CERTIFIED

As a part of the cash consideration recited above the grantees herein  
assume and agree to pay the balance of that certain mortgage heretofore  
executed to Jackson Company as shown by instrument recorded in Mortgage  
Book 395, page 988 according to the terms set out therein, the present  
principal balance of which is \$50,758.58. ✓

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 22nd  
day of June, 1981

WITNESS:

(Seal)

1981 JUN 24 AM 8 56

(Seal)

(Seal)

STATE OF ALABAMA  
Shelby

COUNTY

Deed 8.50  
Rec. 1.50  
Ind. 1.00  
11.00

General Acknowledgment

I, the undersigned  
Kenneth W. Sims and Barbara M. Sims , husband and wife, a Notary Public in and for said County, in said State,  
hereby certify that are  
whose name 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 22nd day of June, A. D., 1981

Notary Public.