to the undersigned grantor, Riverchase Town Homes II, Ltd. a corporation, (herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto

William W. Kelly and Catherine M. Penney Kelly

(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 69, according to the Survey of Davenport's Addition to Riverchase West Sector 3, as recorded in Map Book 8, page 53, A, B, & C, in the Probate Office of Shelby County, Alabama.

Subject to easements and restrictions of record and current year Ad Valorem taxes.

Subject to party Wall Agreement recorded in Misc. Vol. 41, page 331, and Misc. Vol. 43, page 599 also party wall agreement executed simultaneously with the execution of this deed.

NOTE: \$125,000.00 of the above recited purchase price was paid from a mortgage loan closed simultaneously herewith.

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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 said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumbrances,

that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by its General Partner, James D. Davenport who is authorized to execute this conveyance, has hereto set its signature and seal, this the 24th day of January 19 83

ATTEST: CO. Secretary

RIVERCHASE TOWN HOMES II, LTD.

James D. Davenport General Partner

STATE OF ALABAMA COUNTY OFJEFFERSON

1983 Juli 27 Fil 9: 12 I, the undersigned in the factorian in the second in the s

a Notary Public in and for said County in said

whose name as General Partner of Riverchase Town Homes II, Ltd.
a corporation, 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation,

Given under my hand and official seal, this the 24th day of

ATTORNEYS AT LAW " JITE 107, COLONIAL CENTER 100 MONTGOMERY HWY. SO. STAVIA HILLS, AL 35216

State, hereby certify that James D. Davenoctt

My Commission Expires Septethia នៅក្នុង នៅក្នុង

Notary Public