

This instrument was prepared by

(Name) W. Wheeler Smith

(Address) Suite 1734-2121 Bldg., 8th Ave. & 22nd St., No., Birmingham, AL

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 Fifteen thousand and no/100 (\$15,000.00) DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Davey W. Welch and wife, Donna P. Welch

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

Fred B. Setzer and wife, Sandra F. Setzer

(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 135, according to the Map of Chandalar South, Third Sector, as recorded in Map Book 6, Page 68, in the Probate Office of Shelby County, Alabama. Situated in the Town of Pelham, Shelby County, Alabama.

Begin at the Northeast corner of Lot 135 according to a plat or Map of Chandalar South, Third Sector as recorded in Map Book 6, Page 68 in the Office of the Judge of Probate of Shelby County Alabama, said point being on the Southwest Right of Way Line of a 100 Foot Wide Alabama Power Company Easement; thence in a Northwesterly direction, along the most Northerly line of said Lot 135, a distance of 126.14 feet to the Northwest corner of said Lot 135, said point also being on the Easterly Right of Way Line of Chandalar Lane; thence 157 degrees 43 minutes 47 seconds right in a Northeasterly direction a distance of 102.08 feet to a point on the Southwest Right of Way Line of said 100 Foot Wide Alabama Power Company Easement; thence 72 degrees 57 minutes 43 seconds right, in a Southeasterly direction along said Right of Way, a distance of 50.0 feet to the Point of Beginning.

Subject to: Mortgage to Colonial Mortgage Company, dated December 23, 1977 in the amount of \$76,750.00 and recorded at Volume 373, Pages 34-37 in the Probate Office of Shelby County, Alabama.

(See attached)

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 31<sup>st</sup> day of August, 19 83.

WITNESS:

W. Wheeler Smith (Seal)

(Seal)

(Seal)

STATE OF ALABAMA

SHELBY

COUNTY

General Acknowledgment

I, W. Wheeler Smith, a Notary Public in and for said County, in said State, hereby certify that Davey W. Welch and wife, Donna P. Welch 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 31<sup>st</sup> day of August, A. D., 19 83.

W. Wheeler Smith

Notary Public.

Subject to: Mortgage to First Shelby National Bank (now First American Bank) dated July 9, 1979, in the amount of \$18,000.00, and recorded at Volume 393, Page 873 in the Probate Office of Shelby County, Alabama.

Easement and restrictions of record

Purchasers assume that certain mortgage to Colonial Mortgage Company and agree to pay same according to its terms.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
DOCUMENT WAS FILED

1983 SEP -1 AM 9:59

*Thomas A. Lawrence, Jr.*  
JUDGE OF PROBATE

<i>Deed</i>	TAX	15.00
<i>Rec</i>		3.00
<i>Ind</i>		1.00
		<hr/> 19.00

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