

244

(Address) 1507 City Federal Building, Bham, Al 35203

**WARRANTY DEED-**

**SHELBY**

COUNTY ]

**KNOW ALL MEN BY THESE PRESENTS:**

★ ★

That in consideration of Nine thousand and no/100 (\$9,000.00) Dollars and the  
assumption of that certain mortgage as hereinbelow described

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I  
or we,

Patrick O. Emanuel and wife, Lilley R. Emanuel

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

**Cheryl J. Fikes and Billie J. Roby**

(herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 9 and the east five feet of Lot 8, according to the survey of Cahaba Manor Townhomes, First Addition as recorded in Map Book 7, Page 57, in the Probate Office of Shelby County, Alabama.

Subject to: 1) Taxes due in the year 1984 which are a lien but not due and payable until October 1st, 1984; 2) 5' easement on east as shown by recorded map; 3) Restrictions as recorded in Misc. Volume 25, Page 396 in the Probate Office of Shelby County, Alabama; 4) Right of way to Pelham Sewer Fund as recorded in Misc. Volume 25, Page 393 and Volume 312, Page 560 in said Probate Office; and 5) Right of way to Alabama Power Company as recorded in Volume 108, Page 379, and Probate Minutes Volume 28, Page 965 in said Probate Office. Further, grantees shall assume and pay that certain mortgage from Patrick O. Emanuel and Lilley R. Emanuel to Collateral Investment Company, filed for recorded 9/6/79 and recorded in Volume 395, Page 864, in the Probate Office of Shelby County, Alabama, and transferred to Federal National Mortgage Association in Misc. Volume 32, Page 878 in said Probate Office.

\*\*\*\$8,000.00 of the above recited consideration is paid by a Second Mortgage and Note closed simultaneously herewith.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

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 hands(s) and seal(s), this 16  
day of February, 19 84.

Need TAX 1.00  
Rice 1.50  
Tind 1.00  
3.50

STATE OF ALA. SHERIFF (Seal)

NOTARIAL PUBLIC  
 I HEREBY CERTIFY THIS INSTRUMENT WAS FILED (Seal)

304 MAR -6 AM 8:15 (Seal)

44-425  
JUDGE OF PROBATION

STATE OF ~~MISSISSIPPI~~  
Guadalupe COUNTY

*Patrick O. Emanuel* (Seal)  
PATRICK O. EMANUEL

LILLEY R. EMANUEL (Seal)

..... (Seal)

### General Acknowledgment

1. the undersigned authority, a Notary Public in and for said County, in said State,  
hereby certify that Patrick O. Emanuel and wife, Lilley R. Emanuel  
whose name s 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 16 day of February, A. D., 1954

February A. D., 1984  
Frieda M. Tidale  
Notary Public  
Comm expires 4-20-85