

SEND TAX NOTICE TO:

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(Name) Mr. and Mrs. Billy Joe Neal, Jr.

(Address) 509 Mildred Street
Columbiana 35051

This instrument was prepared by

(Name) Wade H. Morton, Jr., Attorney at Law

(Address) Post Office Box 1227, Columbiana, Alabama 35051-1227

Form 1-1-7 Rev. 5/82

CORPORATION FORM WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS.

That in consideration of ONE THOUSAND and NO/100 (\$1,000.00) DOLLARS to be paid, with interest, on or before September 1, 1985 for which a Vendor's Lien is reserved, and execution and delivery of the following described purchase money mortgage, to the undersigned grantor, CENTRAL STATE BANK, Calera, Alabama, a banking 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

BILLY JOE NEAL, JR. and wife, BARBARA ANNE NEAL, (herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate, situated in the municipal limits of the City of Columbiana, Shelby County, Alabama:

Lots Nos. 3, 4, 5 and 6, in Block "E", according to the Survey of Theodore Sparks, County Survey of Shelby County, Alabama, and T. F. Gentry, a Civil Engineer, and known as the Map of College Park in the Town of Columbiana, Shelby County, Alabama, as of record in the Probate Office of Shelby County, Alabama, in Map Book No. 1 on Page 23, and being a part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, Township 21 South, Range 1 West, said map being recorded also in Map Book 3, Page 15 in said Probate Records.

SUBJECT to the following liens, encumbrances, limitations and easements:

1. Taxes for the year 1985 are a lien, but not due and payable until October 1, 1985. The 1985 Taxes have been prorated between the parties and will be paid by Grantor. Taxes for subsequent years will be assessed to and paid by Grantees.

2. Public utility easements and right-of-ways servicing subject property.

3. Restrictions as to use of Lot 3 of Block "E" in prior deed recorded in Deed Book 109, at Page 400, to use as a residence and dwelling purposes only and for the usual and natural uses connected therewith and that all dwellings erected after the date of the agreement, namely, October 22, 1940, should cost no less than \$3,500.00.

\$45,500.00 of the consideration for this deed is secured by a purchase money mortgage of even date from Grantees to Grantor executed and delivered simultaneously herewith.

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

1985 MAR -1 PM 2:36

Thomas A. Schreoder
JUDGE OF PROBATE

Deed tax 1.00
Rec. 2.50
Sub 1.00
450

TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common. 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, unless otherwise noted above, 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. There is no warranty or representation as to the condition or quality of any improvement upon this real property.

IN WITNESS WHEREOF, the said GRANTOR, by its President, William M. Schroeder 1st day of March 19 85 who is authorized to execute this conveyance, has hereto set its signature and seal, this the

CENTRAL STATE BANK

ATTEST:

Wade H. Morton, Jr.
Attorney at Law
Its Secretary

By William M. Schroeder
Its President

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William M. Schroeder, whose name as President of Central State Bank, Calera, Alabama, a banking 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, with full authority, executed the same voluntarily for and as the act of said corporation, Central State Bank, Calera, Alabama.

Given under my hand and official seal, this 1st

day of

March

19 85.

Eleanor Danner
Notary Public

My Commission Expires January 29, 1989