

This instrument was prepared by

CORRECTIVE DEED

(Name) Courtney H. Mason, Jr.
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Birmingham, Alabama 35236-0187



Cahaba Title Insurance Co., Inc.

Highway 31 South at Valleydale Rd., P.O. Box 689
Pelham, Alabama 35124
Phone (205) 988-5600
Policy Issuing Agent for
SAFECO 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 SEVEN THOUSAND AND NO/100TH (\$7,000.00) DOLLARS

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

GEORGE RONALD SEARS, AN UNMARRIED MAN

(herein referred to as grantors) do grant, bargain, sell and convey unto
JERRY GLENN YANCY AND WIFE, CAROL JOYCE YANCY

(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 36, according to the survey of Scottsdale, First Addition, as recorded in Map Book 7, page 14, in the Office of the Judge of Probate of Shelby County, Alabama; situated in Shelby County, Alabama.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

And as further consideration, the herein grantees expressly assume and promise to pay that certain mortgage to AmSouth Bank, N.A., dated March 21, 1984, in the amount of \$61,600.00 and recorded in Mortgage Book 445, page 503, in the Probate Office of Shelby County, Alabama, according to the terms and conditions of said mortgage and the indebtedness thereby secured.

\$1,500.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

Grantees' Address: 1036 Henry Drive, Alabaster, Alabama 35007

THIS DEED IS BEING RE-RECORDED TO REFLECT THE VA CLAUSE ATTACHED AS EXHIBIT A

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, I have hereunto set my hand(s) and seal(s), this 7th day of June, 1985.

WITNESS: I CERTIFY THIS INSTRUMENT WAS FILED

1985 JUN 12 PM 6 22

Need tax 5.50
Recd 50
9.00

George R. Sears

Judge of Probate

STATE OF ALABAMA }
SHELBY COUNTY }

General Acknowledgment

I, the undersigned George Ronald Sears, an unmarried man, Notary Public in and for said County, in said State, hereby certify that whose name 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 has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of June, A. D. 1985

BOOK 030 PAGE 253
BOOK 040 PAGE 729

EXHIBIT A

Grantees herein, as part of the purchase price and consideration for this deed, assume and agree to pay the indebtedness evidenced by that certain mortgage made by George Ronald Sears to AmSouth Bank, which mortgage is recorded in the Office of the Judge of the Probate Court of Shelby County, Alabama, in mortgage record volume 445 page 503. And for the same consideration Grantees herein hereby assume the obligations of George Ronald Sears, under the terms of the instruments and VA Regulations authorizing, creating and securing the loan to indemnify the VA to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned.

GR

BOOK 040 PAGE 730

STATE OF ALABAMA, SHELBY CO.
I CERTIFY THAT
INSTRUMENT FILED

1985 SEP 10 AM 10:28

Thomas J. ...
REC'D BY ...

RECORDING FEES

Mortgage Tax	\$ _____
Deed Tax	<u>CORRECTED</u>
Mineral Tax	_____
Recording Fee	<u>5.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>6.00</u>