

Cahaba Title, 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



2105

This instrument was prepared by

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Attorney at Law
(Address) 108 Chandalar Drive
Pelham, Alabama 35124

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA }
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS.

That in consideration of FIFTEEN THOUSAND TWO HUNDRED THIRTY-EIGHT AND 09/100 (\$15,238.09) DOLLARS

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

ROBERT D. MOORE and wife, JOHNSIE E. MOORE

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

RONALD WHELPLEY and wife, LYNN WHELPLEY

(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 5 and 6, in Block 94 according to Dunstan's Map of the Town of Calera, Alabama, as shown on file in the Town Hall of Calera, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO:

Restrictions, covenants and conditions as set out in instrument recorded in Deed Book 217 page 360 and amended by instrument recorded in Deed Book 221 page 872 in Probate Office of Shelby County, Alabama.

And as further consideration the Grantee herein expressly assumes and promises to pay that certain mortgage to Collateral Investment Company recorded in Mortgage Book 354 page 229 according to the terms and conditions of said mortgage and the indebtedness thereby secured.

BOOK 088 PAGE 229

\$15,000.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

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 22nd day of August, 1986

WITNESS:

Deed TAX 50
Rec 2.50
Fees 1.00
4.00
STATE OF ALA. SHELBY CO. (Seal)
I CERTIFY THIS INSTRUMENT WAS FILED (Seal)
1986 AUG 29 AM 10:05 (Seal)

Robert D. Moore (Seal)
Robert D. Moore
Johnsie E. Moore (Seal)
Johnsie E. Moore (Seal)

STATE OF ALABAMA }
Shelby COUNTY } JUDGE OF PROBATE

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert D. Moore and wife, Johnsie E. Moore 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 22nd day of August, A. D. 1986

Spencer Steele
Notary Public.