

275-1061

Inst # 1995-14279

06/01/1995-14279  
03:09 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

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PADEN & PADEN  
Attorneys at Law  
100 Concourse Parkway, Suite 130  
Birmingham, Alabama 35244

SEND TAX NOTICE TO:

ROBERT D. REESE  
132 MILGRAY LANE  
CALERA, AL 35040

STATE OF ALABAMA)

COUNTY OF SHELBY)

**JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**WARRANTY DEED**

Know All Men by These Presents: That in consideration of ONE HUNDRED TWENTY FOUR THOUSAND FOUR HUNDRED EIGHTY EIGHT and 00/100 (\$124,488.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, LAURIE LYNN WILLIAMSON and HUSBAND, ANDREW MERLIN WILLIAMSON (herein referred to as GRANTORS) do grant, bargain, sell and convey unto ROBERT D. REESE and REBECCA H. REESE, HUSBAND AND WIFE, (herein referred to as GRANTEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 26, ACCORDING TO THE SURVEY OF SOUTHERN HILLS, SECTOR 5, AS RECORDED IN MAP BOOK 16, PAGE 132, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

**SUBJECT TO:**

1. Subject to the taxes for the year beginning October 1, 1994 which constitutes a lien but are not yet due and payable until October 1, 1995.
2. Restrictions as recorded in Instrument #1993-3772 in the Probate Office of Shelby County, Alabama.
3. 30 foot building line as shown by map recorded in the Probate Office of Shelby County, Alabama.
4. Easement to Alabama Power Company and South Central Bell Telephone Company as recorded in Instrument #1993-15115 in the Probate Office of Shelby County, Alabama.

**LESS AND EXCEPT:**

1. Oil, gas, mining and mineral right and any easements, restrictions or right of way on, under, over or across said property herein above described.

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 (or deed of trust) made by LAURIE LYNN WILLIAMSON AND ANDREW MERLIN WILLIAMSON to GRIFFIN FEDERAL SAVINGS BANK, which mortgage is recorded in the office of SHELBY, County, as Instrument #1993-22208 and assigned to BANCOSTON MORTGAGE CORPORATION as Instrument #1993-22209. And for the same consideration Grantees hereby assume the obligations of LAURIE LYNN WILLIAMSON AND ANDREW MERLIN WILLIAMSON, under the terms of the instruments creating the loan to indemnify the

Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned. This liability to the Department of Veterans Affairs is under the authority of Chapter 37, title 38 of the United States Code, and supersedes any State or local law barring or limiting deficiencies following foreclosure of real property.

**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 I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, his, her, or 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, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTORS, LAURIE LYNN WILLIAMSON and ANDREW MERLIN WILLIAMSON, have hereunto set his, her or their signature(s) and seal(s), this the 30th day of May, 1995.

*Laurie Lynn Williamson*  
LAURIE LYNN WILLIAMSON

*Andrew Merlin Williamson*  
ANDREW MERLIN WILLIAMSON

STATE OF ALABAMA)  
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that LAURIE LYNN WILLIAMSON and ANDREW MERLIN WILLIAMSON, whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, she, or they executed the same voluntarily on the day the same bears date.

Given under my hand this the 30th day of May, 1995.

*[Signature]*  
Notary Public

My commission expires: 7/16/98

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