

Send Tax Notice To:  
Alan L. Wood  
1345 Indian Crest 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 for and in consideration of Two Hundred Nineteen Thousand and 00/100 (\$219000) to the undersigned GRANTOR(S) in hand paid by the GRANTEE (whether one or more) herein, the receipt whereof is hereby acknowledged, I/WE,**

**Tom Milton Wood and Joyce B. Wood, husband and wife**

referred to as GRANTOR(S), do hereby grant, bargain, sell and convey unto

**Alan L. Wood and Jamie T. Wood**

hereinafter referred to as GRANTEE, as joint tenants, with the right of survivorship, all that certain real property situated in Shelby County, Alabama being more particularly described as follows, to-wit:

**Lot 2, Block 1, according to the Survey of Indian Crest Estates, 2nd Sector, as recorded in Map Book 5, Page 42, in the Probate Office of Shelby County, Alabama.**

**\$ 127350** of the above recited consideration was paid from the proceeds of a mortgage loan of even date executed simultaneously herewith.

Subject to Ad Valorem taxes for the year 1995 and subsequent years not yet due and payable.

Subject to covenants and restrictions, building lines, easements and rights of way of record.

Subject to Mineral and Mining rights of record and all rights and privileges incident thereto.

**THE ATTORNEY PREPARING THIS INSTRUMENT HAS NOT SEARCHED THE TITLE OF THE PROPERTY CONVEYED HEREIN, NOR MAKES ANY REPRESENTATION CONCERNING THE VALIDITY OF THE SAME.**

As a part of the consideration for the within conveyance, the GRANTEE herein has/have executed a purchase money wrap-around mortgage in the amount of **One Hundred Twenty-Seven Thousand Three Hundred Fifty and 00/100 (\$127,350.00)** simultaneously herewith.

This conveyance is subject to the debt secured by that certain mortgage executed by the Grantor(s) to Birmingham Federal Savings and Loan Association in the original principal amount of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS dated July 14, 1972 and recorded as/in Real Volume 324, Page 11, and further assigned by the RTC to Magnolia Federal Savings Bank, FSB by Instrument No. 1993-36349 in the Office of the Judge of Probate of Shelby County, Alabama, which said mortgage indebtedness the GRANTEE herein specifically does not assume, but on the contrary the GRANTOR(S) herein warrants and represents to GRANTEE as a part of the consideration hereof, that GRANTOR(S) will pay said mortgage indebtedness as and when the same matures in accordance with the terms of said mortgage and the note evidencing the indebtedness, but not otherwise. As a part of the consideration for this conveyance, GRANTEE herein has/have executed and delivered to GRANTOR(S) a certain purchase money mortgage covering the unpaid balance of the purchase price and it is understood and agreed that, in the event GRANTEE herein default(s) in the payment of the said purchase money mortgage, then GRANTOR(S) herein shall not be required to make any further payment on the mortgage referred to hereinabove. If for any reason the GRANTOR(S) herein should fail to make the monthly payments due on said mortgage, the GRANTEE herein shall have the right to immediately make such payments or cure said default and deduct all such sums paid to the holder of the first mortgage indebtedness from any amount due on the purchase money mortgage and remit the difference to the GRANTOR(S) herein.

07/13/1995-18428  
08:50 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 103.00

**TOGETHER WITH** all and singular, rights and privileges, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** unto the said GRANTEES as joint tenants, with the 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 in and to the property described hereinabove 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 the said GRANTOR(S) and for GRANTOR'S heirs, executors and administrators do hereby covenant with the said GRANTEE, his/her/their heirs and assigns, that they are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted hereinabove; that they have a good right to sell and convey the same as aforesaid; that they will and for their heirs, executors and administrators shall warrant and defend the same to the said GRANTEE, his/her/their heirs and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, the undersigned GRANTOR(S) has/have hereunto set his/her/their hand(s) and seal(s), on this the **22nd** day of **May, 1995**.

*Tom Milton Wood*  
(SEAL)  
**Tom Milton Wood**

*Joyce B. Wood*  
(SEAL)  
**Joyce B. Wood**

**STATE OF ALABAMA  
SHELBY COUNTY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Tom Milton Wood and Joyce B. Wood, husband and wife**, 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, that he/she/they executed the same voluntarily on the **22nd** day of **May, 1995**.

Given under my hand and official seal this the **22nd** day of **May, 1995**.

*W. Russell Beals, Jr.*  
Notary Public  
My commission expires: **09/21/94**

(SEAL)

inst # 1995-18428

THIS INSTRUMENT PREPARED BY:  
**W. Russell Beals, Jr., Attorney at Law**  
BEALS & ASSOCIATES, P.C.  
#10 Inverness Center Parkway, Suite 110  
BIRMINGHAM, ALABAMA 35242-4818  
(205) 991-9344

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