

This instrument was prepared by

Courtney Mason & Associates PC  
1904 Indian Lake Drive, Ste 100  
Birmingham, Alabama 35244

Inst # 1996-06761

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE HUNDRED FIFTY SIX THOUSAND & NO/100---- (\$156,000.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Roger E. Byrd and wife, Diane A. Byrd (herein referred to as grantors), do grant, bargain, sell and convey unto Victor L. Smith and Deborah W. Milstead, single individuals (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:

A parcel of land being situated in the South 1/2 of the SE 1/4 of Section 13 and the NW 1/4 of the NE 1/4 of Section 24, Township 21 south, Range 3 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the Southwest corner of the SE 1/4 of the SE 1/4 of Section 13, Township 21 South, Range 3 West; thence run in an Easterly direction along the South line of said 1/4 1/4 Section a distance of 345.11 feet; thence 11 deg. 13 min. 47 sec. to the left a distance of 381.24 feet to a point on the right of way of Chestnut Lane (60 foot right of way); thence 90 deg. 00 min. 02 sec. to the left along said right of way a distance of 421.00 feet; thence 90 deg. 02 min. 22 sec. to the left and leaving said right of way a distance of 287.56 feet; thence 107 deg. 28 min. 37 sec. to the left a distance of 103.93 feet to the point of beginning; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

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

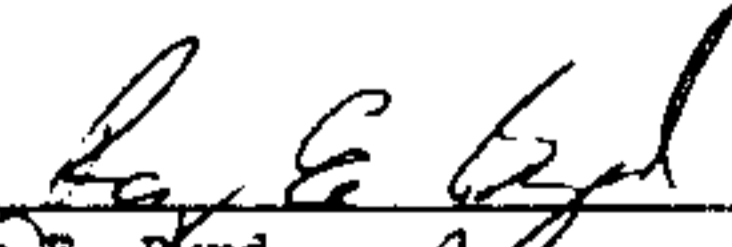
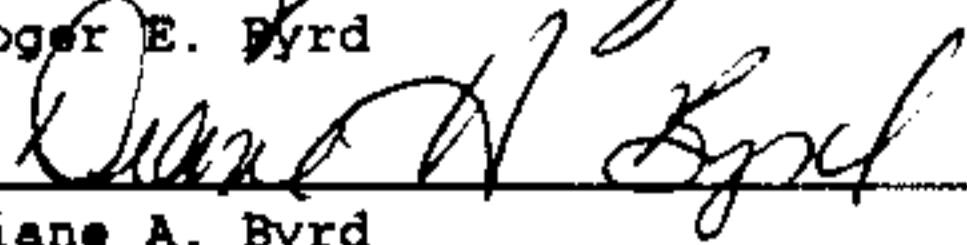
\$148,200.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

GRANTEES' ADDRESS: 302 Chestnut Lane, Alabaster, Alabama 35007.

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 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 stated 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 hands and seals, this 28th day of February, 1996.

  
\_\_\_\_\_  
Roger E. Byrd (SEAL)  
  
\_\_\_\_\_  
Diane A. Byrd (SEAL)

03/01/1996-06761  
02:38 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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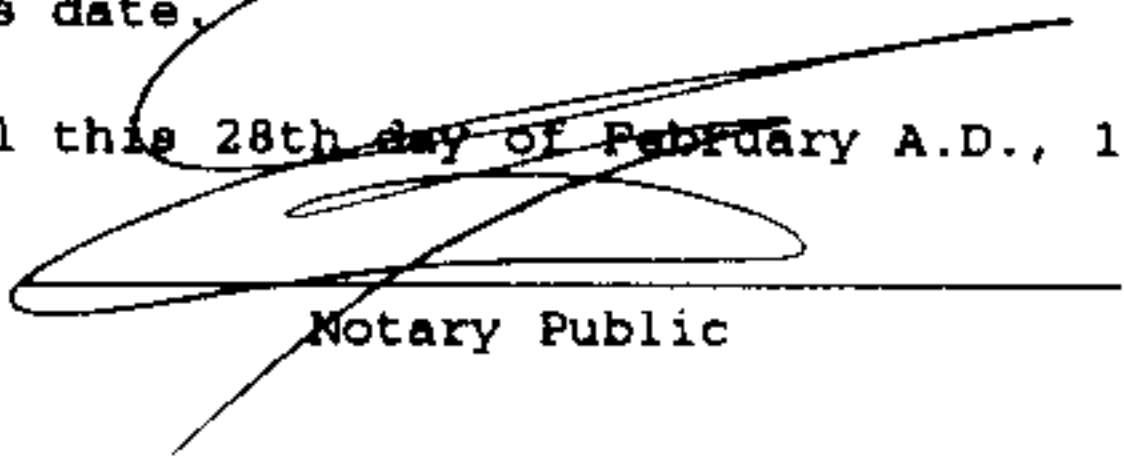
STATE OF ALABAMA

SHELBY COUNTY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Roger E. Byrd and wife, Diane A. Byrd 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 28th day of February A.D., 1996

  
Notary Public

COURTNEY H. MASON, JR.  
MY COMMISSION EXPIRES  
3/5/99

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