

THIS INSTRUMENT PREPARED BY:
Courtney Mason & Associates, P.C.
1904 Indian Lake Drive, Suite 100
Birmingham, Alabama 35244

GRANTEE'S ADDRESS:
John M. Avery
209 Broadmoor Circle
Alabaster, Alabama 35007

STATE OF ALABAMA) CORPORATION
COUNTY OF SHELBY) JOINT SURVIVORSHIP DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Hundred Seventy-Six Thousand and 00/100 (\$176,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTORS, **First Federal of the South (F/K/A First Federal Savings & Loan Association of Chilton County)**, a corporation (hereinafter referred to as GRANTORS), the receipt whereof is hereby acknowledged, the GRANTORS do hereby give, grant, bargain, sell and convey unto the GRANTEE, **John M. Avery and wife, Kimberly G. Avery**, (hereinafter referred to as GRANTEE), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of SHELBY, State of Alabama, to-wit:

Lot 445, according to the Survey of Weatherly Broadmoor Abbey, Sector 25, as recorded in Map Book 21 page 1 in the Probate Office of Shelby County, Alabama; 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.

\$167,200.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.


THIS CONVEYANCE IS SUBJECT TO ALL STATUTORY RIGHTS OF REDEMPTION AS PROVIDED BY THE CODE OF THE STATE OF ALABAMA.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, 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 GRANTEE 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 GRANTEE herein shall take as tenants in common, forever.

AND SAID GRANTORS, for said GRANTORS, GRANTORS' heirs, successors, executors and administrators, covenants with GRANTEE, and with GRANTEE'S heirs and assigns, that GRANTORS are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTORS will, and GRANTORS' heirs, executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEE'S heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by Jimmy C. Maples, First Vice President, who is authorized to execute this conveyance, hereto set their signature and seal this the 28th day of August, 1998.

First Federal of the South (F/K/A First Federal Savings & Loan Association of Chilton County


By: Jimmy C. Maples, First Vice President

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jimmy C. Maples, whose name as First Vice President of First Federal of the South (F/K/A First Federal Savings & Loan Association of Chilton County, a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 28th day of August, 1998.


NOTARY PUBLIC

My Commission Expires: 2-28-99

PEGGY L. MURPHY
MY COMMISSION EXPIRES
2/28/99

09/01/1998-34085
10:14 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 CRH 17.50