

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR—LAWYERS TITLE INSU.

Shelby County, Alabama

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE THOUSAND AND NO/100 DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, P. A. Bearden, being one and the same as Peddie Bearden, and wife, Arnetar Bearden (herein referred to as grantors) do grant, bargain, sell and convey unto

Calvin Bearden and wife, Lorene Bearden

(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 20 foot easement for a driveway extending from Shelby Street to the West boundary of Sec. 21, Township 22, Range 3 West, more particularly described as follows: Commencing at the intersection of the North line of Valley Street and the West boundary of Shelby Street and run thence Northwesterly along West boundary of said Shelby Street 233 feet for point of beginning of the easement herein described; thence continue Northwesterly along West boundary of Shelby Street 20 feet to a point; thence turn an angle of 90 deg. 00' to left and run thence Southwesterly to West boundary of said Sec. 21; thence Southerly along West boundary of said Sec. 21 to its point of intersection with the North boundary of the land conveyed Jesse H. Driver and Versie Lee Driver by deed dated May 25, 1963 recorded in Probate Office of Shelby County, Alabama in Deed Book 227, page 880; thence Northeasterly along the North boundary of said Driver land to the intersection of the West boundary of Shelby Street, which said driveway shall be for the benefit of all persons who own or shall own land abutting said driveway.

A parcel of land situated in the City of Montevallo, more particularly described as follows: Commence at the intersection of North line of Valley Street with West line of Shelby Street, according to Original Map of Town of Montevallo, Alabama; thence run Northwesterly along West line of said Shelby Street a distance of 133 feet to SE corner of the Jesse H. Driver lot; thence continue Northwesterly along West boundary of said Shelby Street and the Easterly boundary of the Jesse H. Driver property 100 feet to NE corner of said Driver lot which said point is on the Southerly margin of the hereinabove described easement for a driveway; thence continue Northwesterly along Westerly boundary of said Shelby Street 20 feet to Northerly boundary of said driveway for point of beginning of the parcel herein conveyed; thence continue Northwesterly along the Westerly boundary of said Shelby Street 220 feet, more or less, to center of a drainage ditch; thence Westerly along said center of said drainage ditch 178 feet, more or less, to its intersection with West boundary of Section 21; thence Southerly along West boundary of said Section 21 to its intersection with the North boundary of said hereinabove described easement; thence Northeasterly along the Northerly boundary of said easement to the point of beginning.

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 11th day of May, 1964.

WITNESS:

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED IN
8/16/64
RECORDED & S. INC. TAX
& S. ADDED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Peddie H. Bearden (Seal)
(P. A. Bearden)

Arnetar Bearden (Seal)
(Arnetar Bearden)

(Seal)

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned P. A. Bearden and Arnetar Bearden a Notary Public in and for said County, in said State, hereby certify that they signed to the foregoing conveyance, and who are known to me, acknowledged before me on this 11th day of May, 1964, 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 11th day of May, A. D., 1964.

Notary Public.

Book 231 P 651