

199

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of SEVEN THOUSAND AND NO/100 DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, DAVID C. ATKINSON, JR. and wife GLORIA ATKINSON

(herein referred to as grantors) do grant, bargain, sell and convey unto Johnny Patterson and wife Myra I. Patterson

(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:

The NW¼ of SE¼ of Section 12, Township 22 South, Range 3 West. Part of the SW¼ of SE¼ of Section 12, Township 22 South, Range 3 West, described as follows: Beginning at the Southwest corner of said forty and run North 2 deg. 30 min. West 1320 feet; thence run North 86 deg. 25 min. East 359.8 feet to point of beginning; from said point of beginning run North 86 deg. 25 min. East 292 feet to the North line of Columbiana-Montevallo Public road; thence with North side of said road South 67 deg. 30 min. West 120 feet; thence continue on North side of said road South 58 deg. 20 min. West 108 feet; thence North 46 deg. 40 min. West 122 feet to point of beginning.

Also part of SW¼ of SE¼ of Section 12, Township 22 South, Range 3 West, described as follows: Begin at the Northwest corner of said forty acres and run North 86 deg. 25 min. East 359.8 feet; thence run South 46 deg. 40 min. East 122 feet to center of Montevallo-Columbiana road; thence along center of said road South 60 deg. West 274 feet; thence run in a Northwesterly direction in a direct line to the point of beginning.

EXCEPTING Highway right of way and subject to EASEMENT to Southern Natural Gas Company and to Plantation Pipe Line Company.

As further consideration grantees herein assume and agree to pay the balance due to Bonnie Stacy Moudy, the balance due on mortgage to her dated June 4, 1962, recorded in Mortgage Book 277 at Page 558 in the Office of Judge of Probate, Shelby County, Alabama.

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 8th day of October, 1965

WITNESS:

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 3 PM
10-8-65
RECORDED & MTG. TAX
& \$7.00
PD. C. T. INSTRUMENT.

David C. Atkinson (Seal)
Gloria Atkinson (Seal)

STATE OF ALABAMA
SHELBY COUNTY

I, W. W. RABREN, a Notary Public in and for said County, in said State, hereby certify that: David C. Atkinson, Jr. and wife Gloria Atkinson 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 8th day of October, A. D., 1965
W. W. Rabren Notary Public

BOOK 238 PAGE 268