

This instrument was prepared by

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du Mtg. 306-112

(Name) Wallace & Ellis, Attorneys

(Address) Columbiana, Alabama

Form 1-1.5 Rev. 1-66

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 TEN DOLLARS & other good and valuable consideration

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,
James Edward Acre and wife, Esther Yeager Acre

(herein referred to as grantors) do grant, bargain, sell and convey unto

Gordon B. McBryde and wife, Ellie P. McBryde

(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:

From the SW corner of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 32, Township 20 South, Range 3 West, run Northerly along the West boundary line of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 32 for 417.42 feet; thence turn an angle of 91 deg. 35' 40" to the right and run Easterly 30.01 feet to point of beginning of the land herein described; thence continue Easterly along the last said course for 536.25 feet; thence turn an angle of 88 deg. 18' 35" to the right and run Southerly 121.42 feet; thence turn an angle of 88 deg. 19' to the left and run Easterly 209.78 feet; thence turn an angle of 91 deg. 41' to the left and run Northerly 458.80 feet; thence turn an angle of 98 deg. 56' to the left and run Southwesterly 286.62 feet; thence turn an angle of 17 deg. 08' to the right and run Northwesterly 299.46 feet; thence turn an angle of 11 deg. 51' to the left and run Southwesterly 165.82 feet; thence turn an angle of 86 deg. 15' to the left and run Southerly 302.93 feet, more or less to the point of beginning, being a part of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 32, Township 20 South, Range 3 West, and being 5.8404 acres, more or less.

Together with the full and free right of access to the grantees herein, their successors and assigns over and along that certain 30 foot roadway being constructed along east side of said land, which roadway leads to the Cedar Grove Mine public road.

The above property shall only be used for residential purposes and no dwelling house shall be constructed thereon having less than 900 square feet of floor space, excluding porches. Said property shall not be used for permanent house trailer parking, except that a trailer may be parked thereon by the owners for not more than six months while a dwelling house is being constructed thereon. The above shall be a covenant running with the land and shall bind the grantees, their successors and assigns.

As a part of the consideration hereof, grantees assume and agree to pay as the same shall become due that unpaid balance of that certain mortgaged indebtedness evidenced by mortgage from grantors herein to Shelby County Savings & Loan Assn. dated March 23, 1964 and recorded in Probate Office of Shelby County, Ala. in M.B. 287, p.252 upon which there is balance of \$12,835.16

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 2nd day of June

WITNESS:

STATE OF A.A. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 6-2-1967
1:30 pm
MT. TAX

RECORDED & \$ (Seal)
\$100.00 DEED TAX PAID (Seal)
PD. ON THIS INSTRUMENT (Seal)

Conrad M. Caraker
JUDGE OF PROBATE

James E. Acre (Seal)
(James E. Acre)

Esther Yeager Acre (Seal)
(Esther Yeager Acre)

General Acknowledgment

the undersigned, a Notary Public in and for said County, in said State, hereby certify that James E. Acre and Esther Yeager Acre 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 2nd day of June, A. D., 1967.

Lannie Brasher
Notary Public.

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FACE
BOOK 248

RETURN TO

Waller

TO

WARRANTY DEED
JOINTLY FOR LIFE WITH REMAINDER
TO SURVIVOR

5.00
1.45
C.F.J.

THIS FORM FROM
LAWYERS TITLE INSURANCE CORP.
Title Insurance
BIRMINGHAM, ALA.