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WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY

That in consideration of One Dollar to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we Dean R.

Upson and wife, Rose M. Upson (herein referred to as grantors) do grant, bargain, sell and convey unto Dean R. Upson and Rose M. Upson (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:

Beginning at the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 11, Township 21 South, Range 2 West; thence South along the East line of said NE $\frac{1}{4}$ of SW $\frac{1}{4}$ to the Southeast corner thereof; thence 58 deg. 26 min. to the right in a Southwesterly direction a distance of 514.3 feet to the center of that certain road leading from L. T. Bounds' main dwelling house to Columbiana-Saginaw paved road; thence 56 deg. 40 min. to the left in a Southerly direction a distance of 116.6 feet to a point in the center of said road; thence 6 deg. 09 min. to the right in a Southwesterly direction along the center of said road a distance of 854.1 feet to the South line of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 11; thence West along the South line of said SE $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 769.0 feet to the Southwest corner thereof; thence North along the West line of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ to the Northwest corner thereof; thence 69 deg. 35 min. to the right a distance of 626.0 feet; thence 43 deg. 43 min. to the left a distance of 695.8 feet to a point on the West line of said road leading from L. T. Bounds' main dwelling house to Columbiana-Saginaw paved road; thence 5 deg. 30 min. to the left and along the West line of said road a distance of 120.0 feet; thence 30 deg. 23 min. to the left and along the West line of said road a distance of 53.8 feet; thence 23 deg. 45 min. to the left and along the West line of said road a distance of 93.4 feet; thence 128 deg. 45 min. to the right a distance of 622.1 feet to the Northeast corner of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 11, Township 21 South, Range 2 West, being the point of beginning; being situated in Shelby County, Alabama.

Mineral and Mining rights excepted; EXCEPT that portion heretofore sold to M.M. Argo.

Also a one-half undivided interest in and to a 40 foot strip for roadway purposes which is now being used for a road through the middle of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 14, Township 21, Range 2 West with the provision that the said L. T. Bounds reserve an easement to the full and free use for himself and all other persons, firms or corporations to said 40 foot strip for roadway purposes and grant to the grantees herein, an easement for themselves and all other persons, firms or corporations in and to the one-half interest in said roadway being retained by L. T. Bounds. It being understood and agreed that the matters set out in this paragraph shall inure to the grantees and L. T. Bounds and to their successors and assigns forever.

L. T. Bounds also reserved as easement for the free and full use by himself and all other persons, firms or corporations of said road leading from L. T. Bounds' dwelling house to the Columbiana-Saginaw paved road, and also an easement to the full and free use by themselves and all other persons, firms or corporations of that certain road leading from said road in a Westerly direction to the house known as the Joe Garvey house, which is situated in the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ said Section 11. Both of said roads to be not less than 15 feet in width. It being understood and agreed that the matters set out in this paragraph shall inure to the grantees and L. T. Bounds and to their successors and assigns forever.

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L. T. Bounds also reserved a passageway for cattle of not more than 15 feet along the East line of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 11 and so long as he uses said passageway, he agrees to maintain a fence along said passageway to keep cattle off the remainder of the above described land. It being understood and agreed that the matters set out in this paragraph shall terminate when the said L. T. Bounds transfers or conveys his property or upon the death of the said L. T. Bounds.

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 we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and 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 12th day of September, 1969.

Dean R. Upson (Seal)
Dean R. Upson
Rose M. Upson (Seal)
Rose M. Upson

STATE OF ALABAMA

SHELBY COUNTY

I, Martha B. Janner, a Notary Public in and for said County, in said State, hereby certify that Dean R. Upson and wife, Rose M. Upson 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 12th day of September, 1969.

Martha B. Janner
Notary Public

U.S. FILE NUMBER OR
REC. NO. & PAGE AS SHOWN ABOVE
JUDGE OF PROBATE
Conrad J. Janner

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