

This instrument was prepared by

(Name)..... WALLACE & ELLIS, Attorneys

(Address)..... Columbiana, Alabama 35051

Form 1-1-5 Rev. 1-56

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 THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

James R. Fuqua and wife, Thelma M. Fuqua
(herein referred to as grantors) do grant, bargain, sell and convey unto

Harry L. Phillips and wife, Sue S. Phillips

(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:

That part of the W $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 7, lying East of Shelby County Road No. 47, being known as the Columbiana-Shelby paved road; also all that part of the SW $\frac{1}{4}$ of Section 7, lying East of Shelby County Road No. 47, being known as the Columbiana-Shelby paved road, and North of Shelby County Road No. 61; All being situated in Township 22 South, Range 1 East.

Grantors retain the right to continue living in their present residence on the above described property for a period not to exceed 20 years from the date hereof or until grantors move their place of permanent residence therefrom. Upon the expiration of 20 years or sooner if grantors move from said residence, all rights here reserved shall be terminated. During the period above specified and subject to the above conditions grantors shall have the right to use the present barn site and the open pasture area immediately adjacent thereto.

As a part of the consideration hereof the grantees assume and agree to pay as the same becomes due that certain mortgage in favor of R. A. and Frances Preston dated March, 1970, and recorded in Mortgage Book 313, page 657, in the Probate Records of Shelby County, Alabama.

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Shelby Cnty Judge of Probate, AL
03/11/1971 12:00:00 AM FILED/CERT

STATE OF ALA. SHELBY COUNTY
JUDGE OF PROBATE
REC. BK. & PAGE AS SHOWN
U.C.C. FILE NUMBER
1971 MAR 11 PM 2:23
INSTRUMENT WAS FILED
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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 March, 1971

WITNESS:

(Seal)

(Seal)

(Seal)

James R. Fuqua (Seal)
Thelma M. Fuqua (Seal)
(Seal)

STATE OF ALABAMA
SHELBY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James R. Fuqua and Thelma M. Fuqua 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 11th day of March, 1971 A. D., 1971

Frank Ellis (Seal)
Notary Public.

BOOK 286 PAGE 584