

This instrument was prepared by

(Name) Wade H. Morton, Jr.

(Address) Attorney-at-law, P.O. Box 1227, Columbiana, Alabama 35051

19721110000055900 1/1 \$.00
Shelby Cnty Judge of Probate, AL
11/10/1972 12:00:00 AM FILED/CERT

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,

the assumption of the hereinafter described mortgage and the sum of Ten Thousand and No/100 (\$10,000.00) DOLLARS, \$1,500.00 of which is DOLLARS being paid simultaneously herewith and the balance of \$8,500.00 secured by a second purchase money mortgage of even date, to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Joseph Carrier and wife, Joyce Carrier,

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

Edward E. Elackerby and wife, Joyce J. Elackerby

(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:

Lot No. 9, Sector Two of Fall Acres Subdivision, situated in and being a part of the SE₄ of the NE₄ of Section 3, Township 21 South, Range 3 West, Alabaster, Shelby County, Alabama, according to map recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 5, at Page 16.

Subject to all subdivision restrictions, covenants and easements and to all other restrictions, easements and rights-of-way of record, including the following, to-wit: "All lots are for residential purposes only, and dwellings shall have a minimum of 1,200 square feet in the main body of the house. No structures of a temporary nature, such as trailers, tents, shacks, basements, garages or other outbuildings shall be used as a residence either temporarily or permanently", and this covenant shall attach to and run with the land. And subject to municipal assessments, if any.

As a part of the consideration hereof, grantees herein assume and agree to pay as the same shall become due, the unpaid balance of the mortgaged indebtedness to Guaranty Savings & Loan Association, as evidenced by that certain mortgage on the above described real estate dated December 16, 1968 and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Mortgage Book 310, at Page 359, upon which mortgage there was unpaid as of October 1, 1972 \$15,753.97.

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 1st day of November, 1972.

WITNESS
STATE OF ALABAMA
SHELBY COUNTY
U.C.C. FILE NUMBER OR
BOOK & PAGE AS SHOWN ABOVE
1972 NOV - 9 PM 6:42
Carolyn Morris

(Seal) Joseph Carrier
(Seal) Joyce Carrier
(Seal)

General Acknowledgment

I, Carolyn Morris, a Notary Public in and for said County, in said State, hereby certify that Joseph Carrier and wife, Joyce Carrier, 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 1st day of November, A. D., 1972.

Carolyn Morris
Notary Public.