

This instrument was prepared by

(Name) J. P. Graham

(Address) P.O. Box 371, Pelham, Alabama



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Shelby Cnty Judge of Probate, AL
01/25/1973 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,

That in consideration of Fifty-eight Thousand and no/100 DOLLARS

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

William M. Marshall and wife, Jimmie G. Marshall

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

John R. Smith and Dorothy W. Smith

(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:

Part of the SW $\frac{1}{4}$ OF NE $\frac{1}{4}$ of Section 29, Township 19 South, Range 2 West, more particularly described as follows: Commence at the Northeast corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 29, Township 19 South, of Range 2 West, in Shelby County, Alabama, and run Westwardly along the North line of said quarter-quarter section for 728.55 feet to a point on the Easterly right of way line of Indian Crest Drive; said point being the Northwest corner and the point of beginning of the property herein described; thence turn 180°00' and run Eastwardly along the same line 728.55 feet to said Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn 88°34' right and run Southwardly along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 219.16 feet; thence turn 82°50' right and run Westwardly 606.91 feet to a point on said Easterly right of way line of Indian Crest Drive; said point being the Southwest corner of the property herein described; thence run Northwestwardly and Northwardly along the said Eastern right of way line of Indian Crest Drive, as the Westerly property line of the property herein described, 352.64 feet to the point of beginning.

This property is conveyed subject to:

1. Taxes due in the year 1973, a lien not yet due and payable.
2. Easement to Alabama Power Company recorded in Volume 233, page 112, in the Probate Office of Shelby County, Alabama.

\$43,500.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

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 ~~X~~ (we) do for ~~ourselves~~ (ourselves) and for ~~our~~ (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that ~~we~~ (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that ~~we~~ (we) have a good right to sell and convey the same as aforesaid; that ~~we~~ (we) will and ~~our~~ (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 day of January, 1973

WITNESS:

(Seal)
(Seal)
(Seal)

(Seal)
William M. Marshall
(Seal)
Jimmie G. Marshall
(Seal)

General Acknowledgment

the undersigned, a Notary Public in and for said County, in said State, hereby certify that William M. Marshall and wife Jimmie G. Marshall whose name & 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 day of January, A. D., 1973

Notary Public.