Donald L. Newson Goretti, Newson, Rogers, May & Calton Goretti, Newson, Rogers, May & Calton Stantists of the County of the Coun
Corrett, Newson, Rogers, NEW & Calton  522 Frank Nelson, Building  Strate is the Lieb  Wildhard Correction of Lieb Wildhard  STATE OF ALABAMA  SYELDY  Twenty three thousand, five hundred and No/100
STATE OF ALABAMA SIELBY COUNTY  That in consideration of Twenty three thousand, five hundred and No/100 ———————————————————————————————————
STATE OF ALABAMA SHELBY COUNTY  KNOW ALL MEN BY THESE PRESENTS.  That in consideration of Twenty three thousand, five hundred and No/100 DOLLARS and the assumption of the hereinafter described mortgage to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Gary W. December and wife, Cynthia December  (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 10, in Block 2, according to the Survey of First Addition to Indian Hills, Second Sector, as recorded in Map Book 5, page 7, in the Office of the Judge of Probate of Shelby County, Alabama.  Subject to advalorem taxes for tax year 1973; Subject to restrictive covenants and conditions in Deed Book 247, page 323; Subject to 40 foot building set back line from Burning Tree Drive; Subject to 10 foot utility easement across north side of lot as shown on map; Subject to gargement relating to Water System in Deed Book 229, page 112; Subject to transmission line permit to Alabama Power Company in Deed Book 179 page 380 and transmission line permits to Alabama Power Company in Deed Book 179 page 380 and transmission line permits to Alabama Power Company in Deed Book 179 Bell Talephone & Telegraph Company in Deed Book 238, page 385 and 239 page 356; Subject to that certain mortgage executed by Grry N. December and wife, Cynthia December, to City Federal Savings and Loan Association, recorded in Mortgage Book 301, page 159, in aforesaid Probate Office, which said mortgage therein expressly agree to assume and to pay according to its terms and conditions temainder and right of reversion.  And I (we) do for myself (ourselves) and for my (vor) heirs, executors, and adminis
That in consideration of menty three thousand, five hundred and No/100 DOLLARS and the assumption of the hereinafter described mortgage to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Gary W. December and wife, Cynthia December  (herein referred to as grantors) do grant, bargain, sell and convey unto Vincent J. Costanza and wife, Bessie A. Costanza  (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:  Shelby. County, Alabama to-wit:  Joseph Colly Judge of Probate. A shelby County, Alabama.  Subject to advalorem taxes for tax year 1973; Subject to advalorem taxes for tax year 1973; Subject to restrictive covenants and conditions in Deed Book 247, page 323; Subject to 740 foot building set back line from Burning Tree Drive; Subject to 10 foot utility ensement across north side of lot as shown on map; Subject to agreement relating to Water System in Deed Book 229, page 109 and 229 page 112; Subject to transmission line permit to Alabama Power Company in Deed Book 179 page 3803 and transmission line permits to Alabama Power Company and Southern Bell Talephone & Telegraph Company in Deed Book 238, page 385 and 239 page 336; Subject to that certain mortgage executed by Gary W. December and wife, Cynthia December, to City Federal Savings and Loan Association, recorded in Mortgage Book 301, page 159, in aforesaid Probate Office, which said mortgage the grantees herein expressly agree to assume and to pay according to its terms and conditions remainder and right of reversion.  And I (we) do for myself courselves) and for my (our) heirs, executors, and administrators to the with every contingent remainder and right of reversion.  And I (we) do for myself courselves) and for my (our) heirs, executors, and admini
That in consideration of Twenty three thousand, five hundred and No/100 DOLLARS and the assumption of the hereinather described mortgage to the undersigned grantor or grantor in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Gary W. Docember and wife, Cynthia December  (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 Shelby  County, Alabama to-wit:  Lot 10, in Block 2, according to the Survey of First Additton  to Indian Hills, Second Sector, as recorded in Map Book 5, page 7, in the Office of the Judge of Probate of Shelby County, Alabama.  Subject to ad valorem taxes for tax year 1973; Subject to restrictive covenants and conditions in Deed Book 247, page 323; Subject to 10 foot utility easement across north side of lot as shown on map; Subject to agreement relating to Water System in Deed Book 229, page 109 and 229 page 112; Subject to transmission line permit to Alabama Power Company in Deed Book 179 page 380 and transmission line permits to Alabama Power Company and Southern Bell Telephone & Telegraph Company in Deed Book 239 page 336; Subject to that certain mortgage executed by Gary W. December and wife, Cynthia December, to City Federal Savings and Loan Association, recorded in Mortgage Book 301, page 159, in aforesaid Probate Office, which said mortgage the grantees herein expressly agree to assume and to pay according to its terms and conditions  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 (curselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES their heirs and assigns, t
Gary W. December and wife, Cynthia December  (herein referred to as grantors) do grant, bargaia, sell and convey unto  Vincent J. Costanza and wife, Bessie A. Costanza  (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
(herein referred to as grantors) do grant, bargain, sell and convey unto  Vincent J. Costanza and wife, Bessie A. Costanza  (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  Shelby
(herein referred to as GRANTEES) for and during thair 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:    County, Alabama to-wit:
(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 estates situated in Shelby.  County, Alabama to-wit:  Shelby.  County, Alabama to-wit:  1973027260000 15770 1/1 5 00 1/1
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:    County, Alabama to-wit:   County   Count
Lot 10, in Block 2, according to the Survey of First Addition to Indian Hills, Second Sector, as recorded in Map Book 5, page 7, in the Office of the Judge of Probate of Shelby County, Alabama.  Subject to ad valorem taxes for tax year 1973; Subject to restrictive covenants and conditions in Deed Book 247, page 323; Subject to 40 foot building set back line from Burning Tree Drive; Subject to agreement relating to Water System in Deed Book 229, page 109 and 229 page 112; Subject to transmission line permit to Alabama Power Company in Deed Book 179 page 380 and transmission line permits to Alabama Power Company and Southern Ball Telephone & Telegraph Company in Deed Book 239, page 385 and 239 page 536; Subject to that certain mortgage executed by Gary W. December and wife, Cynthia December, to City Federal Savings and Loan Association, recorded in Mortgage Book 301, page 159, in aforesaid Probate Office, which said mortgage the grantees herein expressly agree to assume and to pay according to its terms and conditions  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, 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 stand 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. WR. have hereunto set
Lot 10, in Block 2, according to the Survey of First Addition to Indian Hills, Second Sector, as recorded in Map Book 5, page 7, in the Office of the Judge of Probate of Shelby County, Alabama.  Subject to ad valorem taxes for tax year 1973; Subject to restrictive covenants and conditions in Deed Book 247, page 323; Subject to 40 foot building set back line from Burning Tree Drive; Subject to 10 foot utility easement across north side of lot as shown on map; Subject to agreement relating to Water System in Deed Book 229, page 109 and 229 page 112; Subject to transmission line permit to Alabama Power Company in Deed Book 179 page 380 and transmission line permits to Alabama Power Company and Southern Bell Telephone & Telegraph Company in Deed Book 238, page 385 and 239 page 536; Subject to that certain mortgage executed by Gary W. December and wife, Cynthia December, to City Federal Savings and Loan Association, recorded in Mortgage Book 301, page 159, in aforesaid Frobate Office, which said mortgage the grantees herein expressly agree to assume and to pay according to its terms and conditions  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 (curselves) 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 WHERBOF, We have hereunto set. Our hand(s) and seal(s), this
Lot 10, in Block 2, according to the Survey of First Addition to Indian Hills, Second Sector, as recorded in Map Book 5, page 7, in the Office of the Judge of Probate of Shelby County, Alabama.  Subject to ad valorem taxes for tax year 1973; Subject to restrictive covenants and conditions in Deed Book 247, page 323; Subject to 40 foot building set back line from Burning Tree Drive; Subject to 10 foot utility easement across north side of lot as shown on map; Subject to agreement relating to Water System in Deed Book 229, page 109 and 229 page 112; Subject to transmission line permit to Alabama Power Company in Deed Book 179 page 380 and transmission line permits to Alabama Power Company and Southern Bell Telephone & Telegraph Company in Deed Book 238, page 385 and 239 page 536; Subject to that certain mortgage executed by Gary W. December and wife, Gynthia December, to City Federal Savings and Loan Association, recorded in Mortgage Book 301, page 159, in aforesaid Probate Office, which said mortgage the grantees herein expressly agree to assume and to pay according to its terms and conditions  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 coverant 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 hereon to set and only the same as aforesaid; that I (we) will and my (our)
Subject to restrictive covenants and conditions in Deed Book 247, page 323; Subject to 40 foot building set back line from Burning Tree Drive; Subject to 10 foot utility easement across north side of lot as shown on map; Subject to agreement relating to Water System in Deed Book 229, page 109 and 229 page 112; Subject to transmission line permit to Alabama Power Company in Deed Book 179 page 380 and transmission line permits to Alabama Power Company and Southern Bell Telephone & Telegraph Company in Deed Book 238, page 385 and 239 page 536; Subject to that certain mortgage executed by Gary W. December and wife, Gynthia December, to City Federal Savings and Loan Association, recorded in Mortgage Book 301, page 159, in aforesaid Probate Office, which said mortgage the grantees herein expressly agree to assume and to pay according to its terms and conditions 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
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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 Tobrugary 10.73
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
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
IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this
day of February 1973
WITNESS: C
WITHESS: (A. C.
(Seal) Gary W. December (Seal)
(Seal) (Seal) Cynthia December
(Seal)
STATE OF ALABAMA  JEFFERSON COUNTY  General Acknowledgment
I, the undersigned a Notary Public in and for said County, in said State hereby certify that Gary N. December and wife, Cynthia December whose name S 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.  Civen under my hand and official seal this day of February A. D., 19
Notary Public.