

(Name) JAS. H. BRADFORD, Attorney

(Address) 807 Farley Building, Birmingham, Alabama 35203

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 THREE THOUSAND AND NO/100 \*\*\*\*\*(\$3,000.00)\*\*\*\*\* DOLLARS and other good and valuable considerations

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, H. C. HOOTEN and wife, LINDA HOOTEN

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

J. M. EMFINGER and wife, MARIE EMFINGER

(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:

Commencing at the Southwest Corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of Northwest Quarter (NW $\frac{1}{4}$ ) of Section 2, Township 21 South, Range 3 West, and run North 660 feet; thence run West 400 feet to the point of beginning of land herein conveyed; thence continue West 71 feet; thence run North and parallel with the West boundary of Lot "F" of Lot One (1), in Block One (1) of Nickerson's Survey of Helena Road to the intersection of Pate Drive; thence run East along the South boundary of said Pate Drive to the intersection of said Pate Drive with the West boundary line of said Lot "F" of Lot One (1), in Block One (1) of Nickerson's Survey of Helena Road; thence run South along said boundary line 228.62 feet to point of beginning; all lying in Section 2, Township 21 South, Range 3 West.

The other valuable consideration is the assumption of that certain Mortgage payable to W. B. Smith and wife, Florence Smith, dated May 20, 1972, in the amount of \$9,000.00, payable \$81.01 on the 20th day of each month, commencing June 20, 1972. As a part of the consideration GRANTEES herein assume and agree to pay the balance due according to the terms of said Mortgage.



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Shelby Cnty Judge of Probate, AL  
11/10/1973 12:00:00 AM FILED/CERT

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~~ (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 November, 1973

WITNESS

(Seal)  
(Seal)  
(Seal)

H. C. HOOTEN (Seal)  
Linda Hooten (Seal)  
LINDA HOOTEN

STATE OF ALABAMA

SHELBY COUNTY

General Acknowledgment

I, T. F. Jones, a Notary Public in and for said County, in said State, hereby certify that H. C. HOOTEN and wife, LINDA HOOTEN 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 9th day of November, A. D., 1973

Notary Public.