

This instrument was prepared by

(Name) Wallace, Ellis & Fowler, Attorneys

(Address) Columbiana, Alabama 35051

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Shelby Cnty Judge of Probate, AL
01/08/1974 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 TEN THOUSAND & NO/100 (\$10,000.00) DOLLARS

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

D. W. Smith and wife, Lydia Smith

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

T. W. Milford and wife, Ethel J. Milford

(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:

A parcel of land situated in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 7, Township 21 South, Range 2 East of the Huntsville Principal Meridian, in Shelby County, Alabama, being more particularly described as follows: Commence at the SE corner of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 7, Township 21 South, Range 2 East; thence run North along East line of said $\frac{1}{4}$ $\frac{1}{4}$ Section for 376.40 feet; thence 28 deg.33' left and run Northwesterly for 261.78 feet to the point of beginning of the property herein described; thence 93 deg.24'30" left and run Southwesterly for 197.63 feet to a concrete monument on the Easterly side of Shoals Road; thence 105 deg.40' right and run Northerly, running parallel to the pavement in Shoals Road for 195.92 feet; thence 113 deg.09' 30" right and run Easterly for 193.02 feet; thence 55 deg.52'45" right and run Southeasterly for 67.81 feet to point of beginning. The above described property contains 24,156 square feet or 0.5546 Acres, Except any part of said property which lies within the right of way for Shoals Road and Except any part of said property which lies within the Flood Plane for High Water on Lay Lake Reservoir of Alabama Power Company.
MINERALS AND MINING RIGHTS RESERVED.

It is agreed and understood that only one house shall be constructed on the above described land and it shall not consist of less than 1300 square feet of heated space and this covenant shall attach to and run with the land.

Above property shall not be used for business purposes and this covenant shall run with the land.

It is agreed and understood that no trailers or residences of a temporary nature shall be placed on the above land, and this covenant shall attach to and run with the land.

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 day of January, 1974.

WITNESS:

(Seal)

(Seal)

(Seal)

D. W. Smith
Lydia Smith

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
JAN - 8 AM 11:33
U.P.C. FILE NUMBER OR
KEY. BEH. PAGE AS SHOWN ABOVE
JUDGE OF PROBATE
Carnell M. Brasher

STATE OF ALABAMA
SHELBY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that D. W. Smith and Lydia Smith 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 3rd day of January, A. D., 1974.

Lennie Brasher
Notary Public.