

This instrument was prepared by

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Form 1-1-5 Rev. 1-66

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama



19740308000011360 1/1 \$.00  
Shelby Cnty Judge of Probate, AL  
03/08/1974 12:00:00 AM FILED/CERT

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE AND 00/100 (\$ 1.00) - - - - - DOLLARS and other good and valuable consideration

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

ARTHUR THOMAS NIXON AND WIFE, DWY NAL NIXON  
(herein referred to as grantors) do grant, bargain, sell and convey unto

JAMES FRANK WYATT, JR. AND WIFE, ROSEMARY WAYTT  
(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:

Begin at the Northwest corner of the SW<sup>1</sup>/<sub>4</sub> of the SE<sup>1</sup>/<sub>4</sub> of Section 28, Township 19, Range 2 East, Shelby County, Alabama; thence South 343 feet; thence South 72 degrees 52' East 210 feet to the point of beginning; thence South 175 feet; thence Northeast 38 feet; thence, South 62 feet to the North right-of-way line of U. S. Highway 280; thence Southeasterly 58 feet; thence North 71 degrees 28' East 13 feet 6 inches; thence, Northerly 13 feet 2 inches; thence, continue Northerly along the East wall of a building 219 feet 1 inch; thence, North 75 degrees 37' West 45 feet 4 inches to the point of beginning.

This deed is a deed given in lieu of a foreclosure, and as such does not extinguish any right of redemption that may have existed should that certain mortgage found of record in Mortgage Volume 328, Page 217, in the Office of the Judge of Probate of Shelby County, Alabama, have been foreclosed.

As part of the consideration for this deed, the Grantees herein, James Frank Wyatt, Jr. and wife, Rosemary Wyatt, do hereby agree to satisfy that certain mortgage found of record in Mortgage Volume 328, Page 217 in the Office of the Judge of Probate of Shelby County, Alabama, in full, with no other or further liability being due or to become due for or against the said Arthur Thomas Nixon and wife, Dwy Nal Nixon, by reason of their default in the terms of the mortgage mentioned herein.

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 March, 1974.

WITNESS:

(Seal)

(Seal)

(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 Arthur Thomas Nixon and wife, Dwy Nal Nixon, 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 5th day of March, A. D., 1974.

Notary Public.