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Shelby Cnty Judge of Probate, AL
07/03/1974 12:00:00AM FILED/CERT

THIS INSTRUMENT PREPARED BY:

Charles A. J. Beavers

1122 North 22nd Street

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR ALABAMA TITLE CO., INC.

State of Alabama

Jefferson COUNTY

Know All Men By These Presents,

That in consideration of Thirty-Three Thousand One Hundred and no/100 DOLLARS

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

Jerry M. Caffee and wife, Faye Caffee

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

Edward Carney and wife, Hilda M. Carney

(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 Southwest corner of the Southwest Quarter of the Northwest Quarter, Section 26, Township 19, Range 3 West, Shelby County, Alabama, thence North along the west line of said quarter-quarter section 686.65 feet, thence turn an angle of 90 degrees to the right and run 218.06 feet to the westerly right of way line of paved public road, thence in a southerly direction along said right of way line to the south line of said quarter-quarter section, thence west along the south line of said quarter-quarter section to the point of beginning.

Subject to:

1. Taxes due in the year 1974, a lien but not yet payable.
2. Easement for roadway as described in deed in Deed Book 175, Page 527.
3. Easements as shown by map of Cahaba River Estates, as recorded in Map Book 17, Page 64, in the Office of the Judge of Probate of Jefferson County, Alabama.
4. Mineral and mining rights excepted.
5. Easements to Alabama Power Co. in Deed Book 181, Page 11, and Deed Book 202, Page 360.

And as further consideration the grantees herein expressly assume and promise to pay that certain mortgage to Home Federal Savings and Loan Association of Birmingham, recorded in Mortgage Book 323, Page 594, in said Probate Office, according to the terms and conditions of said mortgage and the indebtedness thereby secured.

\$21,200.00 of the purchase price recited above was paid from the 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 K(we) do, for ~~ourselves~~ (ourselves) and for ~~our~~ (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that ~~K(we)~~ (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances: except as set forth above.

that K(we) have a good right to sell and convey the same as aforesaid; that X(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 and seal S, the 28th day of June, 1974

WITNESS:

State of Alabama

Jefferson

COUNTY

General Acknowledgement

I, the undersigned hereby certify that Jerry M. Caffee and Faye Caffee whose names are signed to the foregoing conveyance, and who me on this day, that, being informed of the contents of the conveyance on the day the same bears date.

, a Notary Public in and for said County, in said State, are known to me, acknowledged before they executed the same voluntarily

Given under my hand and official seal this 28th day of June A. D., 1974

Dean Ann Webb

Notary Public