

This instrument was prepared by

7184

(Name) Robert O. Driggers, Attorney

(Address) 2824 Linden Avenue, Homewood, Alabama 35209

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR - AMERICAN TITLE INS. CO., Birmingham, Alabama

STATE OF ALABAMA

JEFFERSON COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Fifteen Thousand and No/100 (\$15,000.00)----- 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,

JAMES M. POWERS and wife, BARBARA T. POWERS *See Mtg 340 - 875*

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

BENNY L. KEEN and wife, MARILYN KEEN

(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 15, in Block 2, according to the Survey of First Addition to Fall Acres Subdivision, as recorded in Map Book 4, Page 77, in the Office of the Judge of Probate of Shelby County, Alabama.

This conveyance is subject to the following:

1. Taxes for the year 1974, a lien but not yet payable.
2. Restrictions, conditions and limitations in Deed Book 242, Page 771, which contain no reversionary clause.
3. Right of way deed to Shelby County, Alabama in Deed Book 72, Page 538.
4. Pipe Line permit and easements to Southern Natural Gas Co. in Deed Book 90, Page 445.
5. Easements to Alabama Power Co. in Deed Book 171, Page 36, Deed Book 207, Page 656, and Deed Book 238, Page 94.
6. Pipe line easements to Plantation Pipe Line Company in Deed Book 112, Page 364.

\$9,850.00 of the consideration recited above was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The grantees herein, as part of the purchase price and consideration for this deed, assume and agree to pay the indebtedness evidenced by that certain mortgage in favor of Engel Mortgage Company, Inc. in Mortgage Book 309, Page 927, and assigned to the New York Bank for Savings in Deed Book 256, Page 572, in the Probate Office of Shelby County, Alabama.

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 12th

day of July, 1974.

WITNESSES
STATE OF ALABAMA
JEFFERSON COUNTY
U.C.C. FILE NUMBER OR BK. & PAGE AS SHOWN ABOVE
JUL 23 PM 3:25
JUDGE OF PROBATE

James M. Powers
JAMES M. POWERS
Barbara T. Powers
BARBARA T. POWERS



General Acknowledgment

19740723000036560 1/1 \$.00
Shelby Cnty Judge of Probate, AL
07/23/1974 12:00:00AM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James M. Powers and wife, Barbara T. Powers 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.

Given under my hand and official seal this 12th day of July, A. D. 1974.

Robert O. Driggers
Notary Public.

My Commission Expires May 8, 1978