

This instrument was prepared by

(Name) Michael J. Romeo, Attorney

(Address) 521 Massey 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 Thirty Eight Thousand Five Hundred and No/100 (38,500.00) DOLLARS

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

Fred L. McDaniel and wife, Eleanor W. McDaniel

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

Eugene C. Cagle, Jr. and wife, Patricia D. Cagle

(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 1 Block 3 according to First Addition to Indian Hills, Second Sector as recorded in Map Book 5, page 7, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

19740730000037440 1/1 \$.00
Shelby Cnty Judge of Probate, AL
07/30/1974 12:00:00AM FILED/CERT

1. Ad Valorem Taxes due and payable October 1, 1974.
2. 40 foot building line, 20 foot easement on rear, 10 foot easement on south and 50 foot easement across southeast corner, all as shown by recorded map.
3. Restrictions contained in Volume 247, page 323, in the Probate Office of Shelby County, Alabama.
4. Agreement relating to water systems as recorded in Volume 229, page 112 and Volume 229, page 109, in said Probate Office.
5. Easement to Alabama Power Company recorded in Volume 234, page 657 and Volume 179, page 380, in said Probate Office.
6. Easement to Alabama Power Company and Southern Bell Telephone and Telegraph Company recorded in Volume 238, Page 385 and Volume 239, page 536, in said Probate Office.

\$34,600 of the purchase price recited above was paid from a Mortgage loan closed simultaneously with delivery of this deed.

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 26th day of July, 1974.

WITNESS:
STATE OF ALABAMA
SHELBY COUNTY
INSTRUMENT WAS FILED
1974 JUL 30 AM 8:30
U.C.C. FILE NUMBER OF
REC. BK. & PAGE AS SHOWN ABOVE
JUDGE OF PROBATE

Fred L. McDaniel
Eleanor W. McDaniel
Eleanor W. McDaniel

STATE OF ALABAMA

SHELBY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Fred L. McDaniel and wife, Eleanor W. McDaniel 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 25th day of July, A. D. 1974.

Notary Public.