THIS INSTRUMENT PREPARED BY: Attorney Maurice Rogers

19740919000046040 1/1 \$.00 Shelby Cnty Judge of Probate, AL 09/19/1974 12:00:00 AM FILED/CERT Attorney Maurice Rogers
712-18th Street, Ensley
Birmingham, Alabama 35218

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

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)	ate	of	Alab	ama	 :	 · · · · · · · · · · · · · · · · · · ·	·	

Jefferson

COUNTY

Know All Men By These Presents.

That in consideration of Six Thousand and no/100------(\$6,000.00)------ DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged we,

Norman N. Poe and wife, Patricia Ann Poe

(herein referred to as grantors) do grant, bargain, sell and convey unto James P. Thomson and Wife, Margaret A. Thomson

(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:

Part of the NW 1/4 of the SE 1/4 of Section 1, Township 20 South, Range 1 West, more particularly described as follows: From the Northeast corner of the NW 1/4 of the SE 1/4 of Section 1, Township 20 South, Range 1 West, run Southerly along the East boundary line of said 1/4 -1/4 section for 763.9 feet; thence turn right an angle of 88° 48' $2\frac{1}{2}$ ' and run Westerly 20.0 feet to the point of beginning of land herein described; thence continue westerly along last said course for 460.0 feet; thence turn left an angle of 88° 48' $02\frac{1}{2}$ '' and run Southerly 284.1 feet; thence turn left an angle of 91° 11' $57\frac{1}{2}$ '' and run Easterly 460.0 feet; thence turn left an angle of 88° 48' $02\frac{1}{2}$ '' and run Northerly 284.1 feet back to point of beginning.

Grantors hereby place upon this property a covenant running with the land prohibiting use of mobile homes, trailers or other temporary dwellings on this property and any dwelling constructed on the property shall contain not less than 1,000 square feet of heated floor space.

\$3,500.00 of the above recited purchase price is paid by a purchase money mortgage executed simultaneously herewith.

Grantors agree that the west side of this property shall be and shall remain shoreline on the grantors lake and that grantors will do nothing to destroy or damage the lake or shoreline. Grantees shall have the right to use the entire lake for recreational purposes and shall have the right to construct a pier extending out no more than 20 feet into the lake.

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 X (we) do, for XXXXX (ourselves) and for XXX (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that XXX (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances:

that IX(we) have a good right to sell and convey the same as aforesaid; that X (we) will and my (our) heirs, executors and administrators shall owners and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons =

MITNESS WHEREOF, We have hereunto set OUT hand and seal S this September ,19 74.

WHENESS OF SALABAMA

State of Salabama

General Acknowledgement

General Acknowledgement

I, a Notary Public in and for said County, in said State, hereby certify that Norman N. Poe and wife, Patricia Ann Poe

whose name S are signed to the foregoing conveyance, and who are me on this day, that, being informed of the contents of the conveyance they on the day the same bears date.

known to me, acknowledged before executed the same voluntarily

Given under my hand and official seal this

day of

September

74. D., 19 74

Jefferson