

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

STATE OF ALABAMA

Shelby

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Two Thousand & no/100 (\$2,000.00)-----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,

Ray Mahan and wife, Stella Mahan,

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

M. H. Dailey and B. J. Jackson

(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 6, Block 2, according to the survey of Brookfield, First Sector, as recorded in Map Book 5, Page 125, in the Probate Office of Shelby County, Alabama, situated in the town of Pelham, Shelby County, Alabama.

This conveyance is made subject to:

1. Taxes due Oct. 1, 1975, which grantees herein assume and agree to pay.
2. 30 foot building set back line from Keith Road.
3. Utility easements on North, East and South side of said lot as shown on recorded map of said subdivision.
4. Transmission line permits to Alabama Power Company recorded in Deed Book 121, Page 40, and in Deed Book 245, Page 24, in Probate Office.
5. Restrictions as to underground cables recorded in Misc. Book 4, Page 636, in Probate Office.
6. Agreement with Alabama Power Company recorded in Misc. Book 4, Page 818, in Probate Office.
7. Mortgage from Reginald J. Mardis and wife, Joye T. Mardis to Robinson Mortgage Company Incorporated dated 7th December 1973 and recorded in Mortgage Book 336, Page 69, in the original principal sum of \$28,500, and assigned to Federal National Mortgage Association by assignment dated 11 Dec. 1973 and recorded in Misc. Book 6, Page 603, and Grantors herein warrant to grantees that the principal balance due on said mortgage as of this date is \$28,171.60, which said mortgage grantees herein assume and agree to pay, together with the note secured thereby.

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Shelby Cnty Judge of Probate, AL
04/07/1975 12:00:00AM FILED/CERT

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 4th

day of April, 1975.

(Seal)
(Seal)
(Seal)

Ray Mahan (Seal)
Stella Mahan (Seal)
Stella Mahan (Seal)

STATE OF ALABAMA

Shelby

COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ray Mahan and wife, Stella Mahan, 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 4th day of April, A. D., 1975.

Notary Public