

This instrument was prepared by

(Name) RICHARD W. BELL, Attorney at Law

(Address) P. O. Box 427, Pelham, Alabama 35124

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 Five thousand and no/100 (\$5,000.00) DOLLARS

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

Randall J. Killingsworth and wife, Rebecca A. Killingsworth,

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

Lawrence Hayden Boutwell and wife, Sharon C. Boutwell,

(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 5 of Monte Tierra Subdivision, as same is recorded in Map Book 5 page 114 in Probate Office of Shelby County, Alabama.  
Situating in Shelby County, Alabama.

19750811000043000 1/2 \$.00  
Shelby Cnty Judge of Probate, AL  
08/11/1975 12:00:00AM FILED/CERT

Subject to the following:

1. Taxes due and payable October, 1975 and subsequent years.
2. Restrictive Covenants and Conditions filed for record on 18th day of September, 1972, in Misc. Book 2 page 619.
3. 30 foot building set back line from Monte Tierra Trail.
4. 10 foot Utility Easement across South side of said lot as shown on recorded Map of said subdivision.
5. Transmission line permits to Alabama Power Company dated 15th day of October, 1941 and recorded in Deed Book 112 page 456 and dated the 17th day of December, 1945, and recorded in Deed Book 123 page 433 in Probate Office.

CONTINUED ON REVERSE SIDE.

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 8th day of August, 1975.

WITNESS:

(Seal)

(Seal)

(Seal)

Randall J. Killingsworth (Seal)  
RANDALL J. KILLINGSWORTH

Rebecca A. Killingsworth (Seal)  
REBECCA A. KILLINGSWORTH

(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 Randall J. Killingsworth and wife, Rebecca A. Killingsworth 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 each executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of August, 1975.

Richard W. Bell  
Notary Public.



Continued from reverse side hereof:

6. Mortgage from Randall J. Killingsworth and wife, Rebecca A. Killingsworth to Robinson Mortgage Company Incorporation dated 10th October, 1973 and recorded in Mortgage Book 335 page 355 securing principal sum of \$26,950.00 and assigned to Federal National Mortgage Association by assignment dated 10th October, 1973 and recorded in Misc. Book 6, page 622 and assigned back to Robinson Mortgage Company Inc., by assignment dated 22nd Feby., 1974 and recorded in Misc. Book 7 page 700 and assigned to Spencer Savings & Loan Association by assignment dated 18th March, 1974 and recorded in Misc. Book 7 page 701 in Probate Office.
7. Rights of parties in possession, encroachment, overlaps, overhangs, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, or any matters not of record, which would be disclosed by an accurate survey and inspection of the premises.
8. No liability is assumed for possible unfiled mechanics' and materialmen's liens.

19750811000043000 2/2 \$.00  
Shelby Cnty Judge of Probate, AL  
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STAFF OF ALA. SH. CL. CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1975 AUG 11 AM 10:03  
Speed Dat 5.00  
Conceded by  
JUDGE OF PROBATE

BOOK 293 PAGE 848

RETURN TO

TO

WARRANTY DEED  
JOINTLY FOR LIFE WITH REMAINDER  
TO SURVIVOR

THIS FORM FROM  
LAWYERS TITLE INSURANCE CORP.  
Title Insurance  
BIRMINGHAM, ALA.

5.00  
1.95  
6.95