

This instrument was prepared by

(Name) Melford O. Cleveland, Attorney

(Address) Montevallo, Alabama

Form 1-14 Rev. 1-66

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of \$20,800.00 and assumption and agreement by grantees DOLKARS to pay balance due on the mortgage held by Mortgage Company of the South to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, the surviving grantee of deed recorded in Deed Book 269, page 349 Probate Office Shelby County, Ala. Faye M. Churchill, a widow, the other grantee, James R. Churchill having died on or about the 19 day of March, 1976 (herein referred to as grantors) do grant, bargain, sell and convey unto

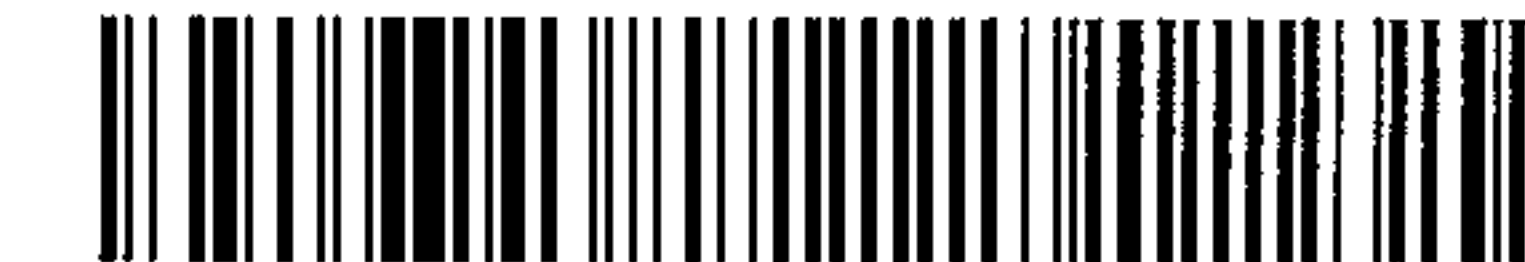
Joanna R. Chapman, and John N. Prince

(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 11 in Block 6 "Arden Subdivision" to town of Montevallo, Alabama, according to map as recorded in Map Book 3 on page 64 in Probate Office of Shelby County, Alabama.

Subject to restrictive covenants and conditions filed for record October 6, 1949, and recorded in Deed Book 139 page 269 in Probate Office of Shelby County, Alabama. Also subject to Alabama Power Line Permit recorded in Deed Book 211 page 412 and subject to sewer line easement of City of Montevallo recorded in Deed Book 219 page 469, both in said Probate Office.

As part of the consideration for this conveyance, the within named grantees do hereby assume and agree to pay the balance due on that certain mortgage heretofore executed to the Mortgage Company of the South, said principal balance of which is approximately \$31,200.00.



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Shelby Cnty Judge of Probate, AL
04/05/1978 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, I have hereunto set my hand(s) and seal(s), this 4 day of April, 1978.

WITNESS:

STATE OF ALA. SHELBY CO.
I, Faye M. Churchill, (Seal) CERTIFY THIS INSTRUMENT HAS FILED (Seal)

1978 APR (Seal) AM 9-28

Thomas G. Inman, Jr. (Seal)
JUDGE OF PROBATE

Deed 10.00 (Seal)

Rec. 1.50

Index 1.00 (Seal)

12.50

Deed mtg. 376-485

STATE OF ALABAMA

COUNTY

General Acknowledgment

I, Gladene Miller, a Notary Public in and for said County, in said State, hereby certify that Faye M. Churchill, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance 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., 1978.

Joanna R. Chapman
35 Edging Lane
Montevallo, 35115

Gladene Miller
Notary Public.

Ms Commission expires 9/69.

BOOK 311 PAGE 336