

This instrument was prepared by

2723

(Name) Larry L. Halcomb, Attorney at Law

(Address) 3512 Old Montgomery Highway, Homewood, Alabama 35209

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR - LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Eighty five thousand five hundred and no/100 (\$85,500.00) DOLLARS

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

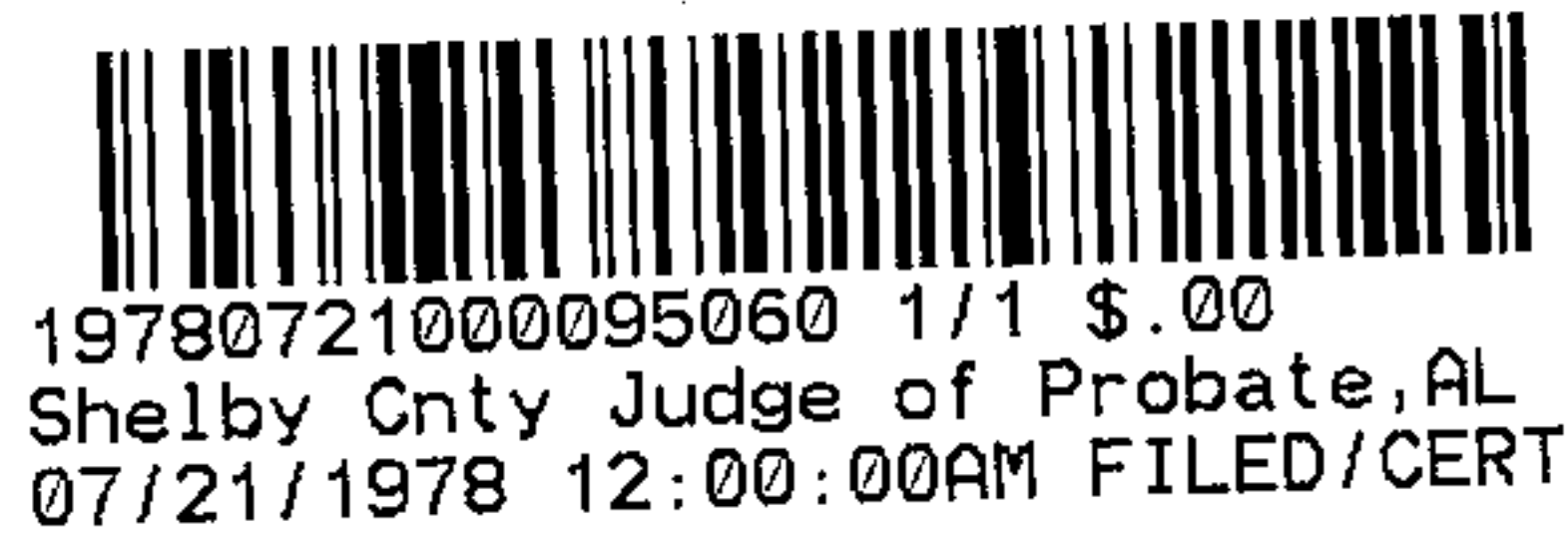
D. T. Johnston and wife, Myrtle S. Johnston
(herein referred to as grantors) do grant, bargain, sell and convey unto
Robert J. Martin and Cheryl F. Martin

(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:

A parcel of land situated a part in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and a part in the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ all being in Section 7, Township 22 South, Range 2 West, more exactly described as follows: Beginning at the NW corner of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section, the bearing of the North boundary being N 81 deg. 25 min. West; commence North 63 deg. 44 min. East a distance of 724.20 feet to the point of beginning; thence North 73 deg. 30 min. East a distance of 276.38 feet to a point; thence South 10 deg. 59 min. East a distance of 661.90 feet to a point on boundary of County Road; thence South 79 deg. 01 min. West along boundary of said County Road a distance of 300.00 feet to a point; thence North 8 deg. 39 min. West a distance of 638.09 feet to the point of beginning. All corners marked by irons and tract contains 4.20 acres, more or less.

Subject to taxes for 1978.

Subject to restrictions and transmission line permits to Alabama Power Company of record.



\$76,950.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

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 ~~ourselves~~ (ourselves) and for ~~my~~ (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that ~~we~~ (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that ~~K~~ (we) have a good right to sell and convey the same as aforesaid; that ~~K~~ (we) will and ~~K~~ (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 20th day of July, 1978

WITNESS:

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DEED WAS FILED

1978 JUL 21 AM 8:17

JUDGE OF PROBATE

STATE OF ALABAMA
Jefferson COUNTY

Deed 9.00
Rec. 1.50
Ind. 1.00
11.50

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that D. T. Johnston and wife, Myrtle S. Johnston whose name ~~S~~ 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 20th day of

July

My Commission Expires January 23, 1980