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Shelby Cnty Judge of Probate, AL
08/29/1978 12:00:00AM FILED/CERT

THIS INSTRUMENT PREPARED BY:

Daniel M. Spitler, Attorney
1970 Chandalar South Office Park
Pelham, Alabama 35124

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

State of Alabama

SHELBY

COUNTY

Know All Men By These Presents,

That in consideration of Two Thousand One Hundred Fifty-Eight and 42/100----- DOLLARS

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

C. Jaye Woodward and husband, Larry D. Woodward

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

W. C. Holmes and wife, Geraldine Holmes

(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:

Commence at the NW corner of Lot No. 15 of Walter's Cove, Third Sector, as recorded in Map Book 5, Page 71, in the Office of the Judge of Probate of Shelby County, Alabama; said point lying on the South right-of-way of Walter's Drive (County 416); thence proceed South 73 degrees 10' West (MB) along the said South right-of-way line of Walter's Drive for a distance of 300.0 feet to the point of beginning of the parcel herein conveyed; thence continue South 73 degrees 10' West (MB) along the said South right-of-way for a distance of 150.0 feet to a point; thence turn an angle of 90 degrees 00' to the left and proceed for a distance of 250.0 feet to a point; thence turn an angle of 90 degrees 00' to the left and proceed for a distance of 150.0 feet to a point; thence turn an angle of 90 degrees 00' to the left and proceed for a distance of 250.0 feet to the point of beginning. Said parcel of land is lying in the SE-1/4 of the NW-1/4 of Section 23, Township 21 South, Range 1 East, Shelby County, Alabama.

Subject to easements and restrictions of record.

And as further consideration the grantees herein expressly assume and promise to pay that certain mortgage to James L. Ray, Jr. and Vivian W. Ray, recorded in Mortgage Book 350, Page 184, in said Probate Office of Shelby County, Alabama, according to the terms and conditions of said mortgage and the indebtedness thereby secured.

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:

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 and seal, this 16th day of August, 1978.

WITNESS:

Mary Stephenson
C. Jaye Woodward
Larry D. Woodward
Larry D. Woodward

State of ALABAMA

COUNTY

General Acknowledgement

I, the undersigned, hereby certify that C. Jaye Woodward and husband, Larry D. Woodward, whose names are signed to the foregoing conveyance, and who are known to me, have 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 16th day of August, 1978.

Form 3091

Notary Public