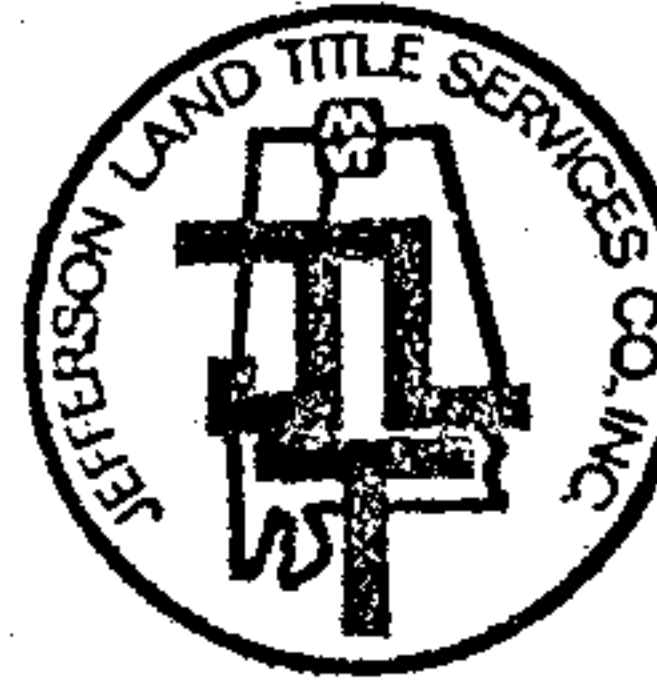


865-

This instrument was prepared by

(Name) James R. Moncus, Jr., Attorney

(Address) 400 Woodward Bldg., Birmingham, Al.
35203



Jefferson Land Title Services Co., Inc.

316 21ST NORTH • P. O. BOX 10481 • PHONE (205) 328-8020

BIRMINGHAM, ALABAMA 35201

AGENTS FOR

Mississippi Valley Title Insurance Company

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR-

STATE OF ALABAMA

Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Three thousand and no/100 (\$3,000.00) DOLLARS
and other good and valuable consideration

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

William H. Wingate, Jr, an unmarried man

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

Richard L. Stewart, Jr. and Janet L. Stewart

(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 10, in Block 1, according to the Survey of Oak Mountain Estates, as recorded in Map Book 5, Page 57, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to: All easements, restrictions and rights of way of record. Transmission line permit to Alabama Power Co. recorded in Deed Book 108, Page 379, in Probate Office.

Transmission line permit to Alabama Power Co. and Southern Bell Telephone and Telegraph Co. recorded in Deed Book 265, Page 223, in Probate Office.

30 foot building set back line from Creekview Drive and Creekview Circle. That certain mortgage from John C. Wingate and wife, Sandra S. Wingate to Colonial Mortgage Company dated June 23, 1977, recorded in Mortgage Book 366, Page 543, and assigned from Colonial Mortgage Co. to Federal National Mortgage Association by assignment dated August 31, 1977 and recorded in Misc. Book 21, Page 822 in Probate Office which Grantees agree to assume.

This deed is also subject to a second mortgage chsd simultaneously herewith.



19780921000126900 1/1 \$.00
Shelby Cnty Judge of Probate, AL
09/21/1978 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 19
day of September, 1978

WITNESS:

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

1978 SEP 21 AM 9:30

William H. Wingate, Jr. (Seal)

(Seal)

(Seal)

STATE OF ALABAMA
Jefferson COUNTY

JUDGE OF PROBATE

Deed 3.00
Rec. 1.50
Ind. 11.00
3.50

General Acknowledgment

I, the undersigned William H. Wingate, Jr., an unmarried man a Notary Public in and for said County, in said State, hereby certify that 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 he has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19 day of Sept A. D., 1978

BOOK 315 PAGE 82