

This instrument was prepared by

(Name) William H. Halbrooks

(Address) 2117 Magnolia Avenue 626

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Shelby Cnty Judge of Probate, AL
11/15/1978 12:00:00AM FILED/CERT

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

STATE OF ALABAMA }
Jefferson COUNTY } KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Six Thousand Two Hundred Fifty and no/100 DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Floyd Randall Jones and wife, Sherry Stough Jones

(herein referred to as grantors) do grant, bargain, sell and convey unto James G. Smith and wife, Suzanne Smith

(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 14, Block 1, according to the survey of Southwind, First Sector, as recorded in Map Book 6, Page 72, in the Probate Office of Shelby County, Alabama.

Subject to:

1. Current taxes.
2. 35' building line as shown by recorded map.
3. 10' easement on east and 20' easement on south as shown by recorded map.
4. Restrictions contained in Misc. Volume 14, Page 23 and Misc. Volume 14 Page 475, in the Probate Office of Shelby County, Alabama.
5. Agreement with Alabama Power Company recorded in Misc. Volume 14, Page 769 in said Probate Office.
6. Easement to Alama Power Company recorded in Volume 299, Page 120, in said Probate Office.
7. All minerals of every kind & character, including, but not limited to, oil, gas, sand and gravel in, on, and under subject property.

And as further consideration the grantees herein expressly assume and promise to pay that certain mortgage to Engel Mortgage Company, Inc., recorded in Vol. 372, Page 409, in said Probate Office, 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 X (we) do for ~~ourselves~~ (ourselves) and for ~~our~~ (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 ~~we~~ (we) have a good right to sell and convey the same as aforesaid; that ~~we~~ (we) will and ~~our~~ (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 3rd day of November 1978

WITNESS:

..... (Seal) *Floyd Randall Jones* (Seal)
 (Seal) *Sherry Stough Jones* (Seal)
 (Seal) *Sherry Stough Jones* (Seal)

STATE OF ALABAMA }
Jefferson COUNTY } General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Floyd Randall Jones and wife, Sherry Stough Jones 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of November A. D., 1978

William Halbrooks
Notary Public.

James G. Smith et al
Suzanne Smith