

This instrument was prepared by

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Shelby Cnty Judge of Probate, AL
02/05/1979 12:00:00AM FILED/CERT

Form 1-1-5 Rev. 1-66

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

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of THIRTEEN THOUSAND, TWO HUNDRED AND NO/100 and the DOLLARS assumption of the below mentioned note and mortgage and its amendment thereto to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Kathy Polk Reach & husband, Jeffery Reach

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

Jimmy O. Burnette & wife, Betty Burnette

(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:

Lots 8, 9, and 10, in Block A, according to the Plat of Wilmont Subdivision, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 3, Page 124.
Situating in Shelby County, Alabama.

"Kathy Polk Reach is the surviving grantee in that certain deed recorded in Deed Book 289, Page 173; the other grantee, James Polk, Jr. having died on or about the 18th day of August, 1978."

The above Grantees herein assume that certain mortgage dated June 6, 1973, executed by Marshall K. Ellis and wife, Bertha W. Ellis to W. M. Westbrook, Jr., in the principal amount of \$24,043.50, filed for record June 6, 1973 at 12:17 p.m. and recorded in Volume 331, Page 438, in the Probate Office of Shelby County, Alabama, and its amendment thereto amending the interest rate to seven percent (7%) and the monthly payment to \$166.10, with the first payment being due March 1, 1979, which the Grantees herein assume and agree to pay according to the terms thereof, further agreeing to hold the Grantors free and harmless of any further liability.

Subject to easements and restrictions of record.

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 ~~X~~ (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 2nd day of February, 1979.

WITNESS:

STATE OF ALA. SHELBY CO.

(Seal)

I CERTIFY THIS INSTRUMENT WAS FILED

1979 FEB 15 AM 8:23

(Seal)

13.50

(Seal)

1.50

(Seal)

1.00

16.00

Kathy Polk Reach

(Seal)

Kathy Polk Reach

Jeffery Reach

(Seal)

Jeffery Reach

(Seal)

James O. Burnette, Jr.

JUDGE OF PROBATE

STATE OF ALABAMA

SHELBY

COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kathy Polk Reach & husband, Jeffery Reach, 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 2nd day of February, A. D., 1979.

Ferree & Armstrong

William H. Austin

Notary Public.