

This instrument was prepared by

(Name) Larry L. Halcomb, Attorney at Law

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

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Shelby Cnty Judge of Probate, AL
12/27/1979 00:00:00 FILED/CERTIFIED

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 Sixteen thousand one hundred seventy three and no/100 (16,173.00) DOLLARS and the assumption of the mortgage recorded in Real Volume 368, page 282, in the Probate Office of Shelby County, Alabama, to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Elbert E. Ponder and wife, Frances Ruth Ponder

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

Henry J. Noble III and Leslie A. Hemler

(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:

Condominium Unit Number 317 of Cambrian Wood Condominium, a condominium according to the Declaration of Condominium Ownership of Cambrian Wood Condominium, recorded in Book 12, beginning at page 87, and amended by Misc. Book 13, Page 2; Misc. Book 13, Page 4 and Misc. Book 13, Page 344, in the Office of the Judge of Probate of Shelby County, Alabama. Together with an undivided .0133124 percent interest appurtenant to said unit in the common elements as set forth in Exhibit C of said Declaration, and together with all of its appurtenances according to the Declaration.

Mineral and mining rights excepted.

Subject to taxes for 1980.

Subject to terms, covenants, conditions, restrictions, assessments and obligations of the Declaration of Condominium and exhibits of record.

By acceptance of this deed, grantees agree to assume the debt secured by the above mortgage.

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 14th day of December, 19 79.

WITNESS:

My Commission Expires March 17, 1981

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

1979 DEC 27 AM 9:13

STATE OF ALABAMA

COUNTY

General Acknowledgment

I, the undersigned Elbert E. Ponder and wife, Frances Ruth Ponder a Notary Public in and for said County, in said State, hereby certify that 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 14th day of December, A. D., 19 79

Barbara A. Shamaker
Notary Public.

My Commission Expires March 17, 1981