

This instrument was prepared by

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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 FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS

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

CHARLES ROBERT PALMER AND WIFE, CAROL S. PALMER

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

HERMAN SMITH NUMMY AND WIFE, FRANCES L. NUMMY

(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 21, according to Navajo Hills, Fourth Sector as shown by Map recorded in Map Book 5, Page 95, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

Subject to easements and restrictions of record.

Grantees herein, as part of the purchase price and consideration for this deed, assume and agree to pay the indebtedness evidenced by that certain mortgage made by Charles Robert Palmer and Carol S. Palmer to Churchill Mortgage Corporation, which mortgage is recorded in the Office of the Judge of the Probate Court of Shelby County, Alabama, in mortgage recorded volume Mortgage Book 363, Page 351. And for the same consideration Grantees herein hereby assume the obligations of Charles Robert Palmer and Carol S. Palmer, under the terms of the instruments and VA Regulations authorizing, creating and securing the loan to indemnify the VA to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned, (Said mortgage was assigned to National Home Acceptance Corporation by assignment recorded in Misc. Book 34, Page 656, in said Probate Office.)

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, we have hereunto set our hand(s) and seal(s), this 7th day of July, 1980

WITNESS:

STATE OF ALA. SHELBY CO.
I CERTIFY THIS

(Seal)

1980 JUL -9 AM 8:59

(Seal)

(Seal)

Acad 15.00

Rec. 1.50

Ind. 1.00

17.50

STATE OF ALABAMA

SHELBY COUNTY

General Acknowledgment

I, the undersigned Charles Robert Palmer and wife, Carol S. Palmer a Notary Public in and for said County, in said State, hereby certify that 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 7th day of July, A. D., 1980

Notary Public.