

(Name) Bruce M. Green, Attorney at Law

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(Address) P. O. Box 568, Pelham, Alabama 35124

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 and No/100 (\$16,000.00) Flat Equity DOLLARS and the assumption of a loan in the amount of Sixty Thousand Nine Hundred Eight and 88/100 Dollars (\$60,908.88) to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Milton Eugene Turner and wife, Lana L. Turner

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

John K. Newton and wife, Connie S. Newton

(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 106, according to the survey of Dearing Downs, 1st Addition, as recorded in Map Book 6, Page 141, in the Probate Office of Shelby County, Alabama.

Grantees herein hereby assume and agree to pay that certain Mortgage in favor of Molton, Allen & Williams, Inc., in the principal amount of \$61,900.00 dated July 21, 1978, and recorded in Mortgage Book 380, Page 816, in Probate Office of Shelby County, Alabama.

The Grantees further hereby assume the obligations of Milton Eugene Turner under the terms of the instruments creating the loan to indemnify the Veterans Administration to the extent of any claim arising from the guaranty or insurance of the indebtedness above mentioned.

SUBJECT TO: (1) Taxes due in the year 1981, a lien, but not yet payable. (2) Building setback line of 35 feet reserved from Citation Terrace, as shown by plat. (3) Public utility easements as shown by recorded plat, including 10' easement on west and southwesterly side. (4) Restrictive covenants and conditions as set out in Misc. Book 18, Page 598, in Probate Office. (5) Easement to Alabama Power Company recorded in Deed Book 55, Page 454, in 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 20th day of February, 1981.

WITNESS:

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DEED WAS FILED (Seal)

1981 FEB 25 AM 11:04 (Seal)

Notary Public (Seal)
JUDGE OF PROBATE

Milton Eugene Turner (Seal)

Lana L. Turner (Seal)

General Acknowledgment

STATE OF ALABAMA
SHELBY COUNTY

I, Bruce M. Green, a Notary Public in and for said County, in said State, hereby certify that Milton Eugene Turner and wife, Lana L. Turner, 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 20 day of Feb. A. D. 1981

Notary Public