

This instrument was prepared by

(Name) Robert O. Driggers, Attorney 300  
(Address) 1736 Oxmoor Road, Homewood, Alabama 35209

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Shelby Cnty Judge of Probate, AL  
09/10/1981 00:00:00 FILED/CERTIFIED

Form 1-1-5 Rev. 1-68

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

STATE OF ALABAMA

Jefferson COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Eighteen Thousand and No/100----- DOLLARS and the assumption of the hereinafter described mortgages

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, JOHN HENRY ROBERTS, III and wife, VICKIE LEA ROBERTS

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

PAUL F. GERBER and LOUISE W. GERBER

(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:

All that parcel of real property described in Exhibit "A" attached hereto and by reference incorporated herein as an integral part hereof.

This conveyance is subject to the following:

1. Taxes for the year 1981, a lien, but not due and payable until October 1, 1981. Parcel ID: 58-27-5-21-4-002-37.
2. Building setback line of 35' reserved from street, as shown by plat
3. Public utility easements as shown by plat, including 4' easement through the center of the lot.
4. Restrictions, covenants and conditions in Deed Book 139, Page 269 and on map recorded in Map Book 3, Page 64 in Probate Office.
5. Sanitary Sewer easement to Montevallo in Deed Book 219, Page 477.
6. Transmission Line Permit to Southern Bell Telephone and Telegraph Company and Alabama Power Company in Deed Book 165, Page 480.

As part of the purchase price and consideration for this deed, the grantees herein assume and agree to pay the indebtedness evidenced by mortgages to Jefferson Federal Savings & Loan Association as recorded in Mortgage Book 370, Page 433 AND to Central State Bank as recorded in Mortgage Book 397, Page 348 in the Probate Office of Shelby County, Alabama.

\$16,000 of the consideration recited above was paid by a purchase money 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 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 18th day of August, 1981

WITNESS:

.....(Seal)  
.....(Seal)  
.....(Seal)

John Henry Roberts, III (Seal)  
Vickie Lea Roberts (Seal)  
.....(Seal)

STATE OF ~~ALABAMA~~ OHIO  
MONTGOMERY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John Henry Roberts, III and wife, Vickie Lea Roberts 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 18th day of August, 1981.

ROBERT O. DRIGGERS, Attorney  
1736 Oxmoor Road  
Homewood, Alabama 35209

Kate M. Scott (Seal)  
KATE M. SCOTT, Notary Public  
In and for Montgomery County,  
My Commission Expires Aug. 31, 1981

My commission expires: Aug 31, 1981

BOOK 334 PAGE 836

BOOK 334 PAGE 837

Lot 16 and the E 1/2 of Lot 17, in Block 6, according Arden Subdivision to the town of Montevallo, as recorded in Map Book 3 Page 64 in Probate Office of Shelby County, Alabama. Also a parcel of land in the SW 1/4 of the SE 1/4 of Section 21, Township 22 South, Range 3 West, more particularly described as follows: Beginning at the Southwest corner of Lot 16 in Block 6 of Arden's Subdivision as recorded in Map Book 3 Page 64 in Probate Office of Shelby County, Alabama; thence at a bearing South 84 deg. 58 min. East, a distance of 90 feet, more or less to an iron pin which is at the point where said course intersects the Northwest bank of Shoal Creek; thence in a Southwesterly direction along the Northwest bank of said Creek, a distance of 90 feet, more or less, to an iron pin; thence at a bearing North 65 deg. 10 min. West a distance of 103.6 feet to the Southwest corner of the E 1/2 of Lot 17 in Block 6 of said Subdivision, which point is marked by an iron pin; thence at a bearing South 84 deg. 58 min. East and along the South side of said Lot 17, a distance of 75.0 feet to the point of beginning; being situated in Shelby County, Alabama.

EXHIBIT "A" attached to Warranty Deed from JOHN HENRY ROBERTS, III and wife, VICKIE LEA ROBERTS to PAUL E. GERBER and LOUISE W. GERBER, dated August 18, 1981.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
DOCUMENT WAS FILED  
1981 SEP 10 AM 9:33  
see Mtg #18-336  
Thomas A. Hamilton, Jr.  
JUDGE OF PROBATE

Deed TAX 3.00  
Rec 3.00  
Jud 1.00  

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6.00

ROBERT O. DRIGGERS, Attorney  
1736 Oxmoor Road  
Birmingham, Alabama 35209