

This instrument prepared by
(Name) Wairace, Ellis, Head & Fowler, Attorneys -

478

(Address) Columbiana, Alabama 35051

Form 1-1-27 Rev. 1-66

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama



19811217000133270 Pg 1/1 .00
Shelby Cnty Judge of Probate, AL
12/17/1981 00:00:00 FILED/CERTIFIED

STATE OF ALABAMA
SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of SEVENTY-FIVE THOUSAND & NO/100 (\$75,000.00) DOLLARS and the assumption of the hereinafter described mortgage as recorded in Mortgage Book 313, page 625, in the Probate Office of Shelby County, Alabama.

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,
G. T. Kirkpatrick, a single man; and Elsie M. Kirkpatrick, a single woman,

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Cleora C. Magoria and Carla A. Smith, as Co-Trustees under the Will of Carlo J. Magoria, deceased

(herein referred to as grantee, whether one or more), the following described real estate, situated in
Shelby County, Alabama, to-wit:

Lots 3 and 4, in Block 1, according to Map of Mullins East Side Addition to Helena, as recorded in Map Book 4, page 25, in the Probate Office of Shelby County, Alabama.

The following exceptions are made to said title:

Town of Helena or Town of Helena Water Department water line easement or right of way. Alabama Power Company easement or right of way.

This property has the following restriction, which shall be construed as a covenant that shall attach and run with the land, and shall be binding on the grantee and on his successor and assigns for a period of 25 years from the date of the recordation of the deed, and which thereafter shall be automatically extended for successive periods of 10 years, unless by a vote of the majority of the homeowners residing on residential lots in above described subdivision it is agreed that the restriction shall be changed: "Said property shall be used for residence purposes only, with apartments permitted."

Transmission line permits and public road rights of way of record.

As a part of the consideration herein, the Grantee herein assumes and agrees to pay the outstanding indebtedness secured by the real estate mortgage from G. T. Kirkpatrick and wife, Elsie M. Kirkpatrick, to the United States of America, acting through the Farmers Home Administration and filed for record on March 24, 1970, in Book 313 at page 625 in the Office of the Judge of Probate of Shelby County, Alabama. Said real estate mortgage has been amended by an Assumption Agreement (Form FmHA 460-9), executed by the Grantee herein on December 17, 1981.

The property described herein was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the purchaser owns it, whichever is longer.

Subject to water line easements or rights of way of record.

Subject to Alabama Power Company permits, easements, or rights of way of record.

Subject to restrictions as stated in that certain deed recorded in Deed Book 261, page 432, in the Office of the Judge of Probate of Shelby County, Alabama.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

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 hands(s) and seal(s), this 17 th day of December, 19 81.

deed tax 75.00
(Seal) 1.50

Rec. 1.00
(Seal)

77.50
(Seal)

1981 DEC 17 PM 12:21

G. T. Kirkpatrick (Seal)
(G. T. Kirkpatrick)

Elsie M. Kirkpatrick (Seal)
(Elsie M. Kirkpatrick)

(Seal)

STATE OF ALABAMA
SHELBY

COUNTY

I, the undersigned, a Notary Public for and in and for Shelby County, in said State, hereby certify that G. T. Kirkpatrick and Elsie M. Kirkpatrick, whose name s are signed to the foregoing conveyance, and who are on this day, that, being informed of the contents of the conveyance they on the day the same bears date. they executed the same voluntarily

Given under my hand and official seal this 17 th day of December, A. D., 19 81.

Robert M. Fowler

Notary Public.

WENF