

This instrument was prepared by

(Name) Wade H. Morton, Jr., Attorney at Law

(Address) Post Office Box 1227, Columbiana, Alabama 35051-1227

Form 1-15 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 FIFTY SIX THOUSAND and NO/100 (\$56,000.00) DOLLARS and the Grantees' assumption and agreement to pay the hereinafter described mortgage indebtedness, as evidenced by the Grantees' signatures on this deed, to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

BILLY R. LEGG, an unmarried man,

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

JAMES H. STRICKLAND, JR. and wife, BETH F. STRICKLAND,

(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:

(See attached Schedule "A" for legal description of real estate.)

SUBJECT to the following easements and encumbrances:

1. Right-of-way deed to City of Columbiana as shown by instrument recorded in Deed Book 228, at Page 356, in the Office of the Judge of Probate of Shelby County, Alabama.
2. Transmission line permit to Alabama Power Company recorded in Deed Book 214, at Page 318, in said Probate Records.
3. Ad valorem taxes for 1982 and subsequent years.
4. Mortgage from Billy R. Legg and wife, Linda M. Legg, to Cobbs, Allen & Hall Mortgage Company, Inc. dated January 9, 1971 and recorded on January 12, 1971 at 2:30 P.M. in Mortgage Book 315, at Page 795, in the Office of the Judge of Probate of Shelby County, Alabama, securing the principal sum of \$20,000.00, which was transferred and assigned to Yonkers Savings Bank by separate instrument dated January 9, 1971 and recorded on January 14, 1971 at 2:51 P.M. in Deed Book 265, at Page 675, in said Probate Records.

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As part of the consideration for this conveyance, the Grantees hereby assume and agree to pay as the same shall become due and in accordance with its terms and conditions the unpaid balance of the indebtedness secured by that certain mortgage executed by Billy R. Legg and wife, Linda M. Legg, to Cobbs, Allen & Hall Mortgage Company, Inc. dated January 9, 1971 and recorded in Mortgage Book 315, at Page 795, in the Office of the Judge of Probate of Shelby County, Alabama, securing the principal sum of \$20,000.00, which was transferred and assigned to Yonkers Savings Bank by separate instrument dated January 9, 1971 and recorded in Deed Book 265, at Page 675, in said Probate Records. Grantor hereby warrants that as of this date the unpaid principal balance of the indebtedness secured by said mortgage is the sum of \$17,176.00, plus interest after July 1, 1982.

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, I have hereunto set my hand(s) and seal(s), this 13th day of July, 1982

GRANTEES:

James H. Strickland, Jr. (Seal)

(Seal)

Beth F. Strickland (Seal)

GRANTOR:

Billy R. Legg (Seal)

(Seal)

(Seal)

STATE OF ALABAMA

SHELBY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Billy R. Legg, an unmarried man, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of July, 1982

RETURN TO: Mr. & Mrs. James H. Strickland, Jr. PO Box 718, Columbiana

Wade H. Morton, Jr. Notary Public

STATE OF ALABAMA)
SHELBY COUNTY)

General Acknowledgment

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that James H. Strickland, Jr. and wife, Beth F. Strickland, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this date, that being informed of the contents of the conveyance and the assumption agreement recited therein, they voluntarily joined in the execution of the same as having assumed the mortgage recited herein on the day this conveyance bears date.

Given under my hand and official seal on this the 13th day of July, 1982,

Notary Public

Wade H. Martin

RETURN TO

TO

WARRANTY DEED
JOINTLY FOR LIFE WITH REMAINDER
TO SURVIVOR

THIS FORM FROM
LAWYERS TITLE INSURANCE CORP.
Title Insurance
BIRMINGHAM, ALA.

SCHEDULE "A"

Legal Description of Real Estate

That part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 21 South, Range 1 West, Shelby County, Alabama, described as follows: Commence at the Southwest corner of said Section 24, and run North 2 degrees 19 minutes West (magnetic bearing) along said Section line for a distance of 1311.26 feet to a point (being the Northwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section); thence North 85 degrees 28 minutes East (MB) along said $\frac{1}{4}$ - $\frac{1}{4}$ Section line for a distance of 1337.0 feet to a point (being Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section); thence South 2 degrees 06 minutes 30 seconds East along said $\frac{1}{4}$ - $\frac{1}{4}$ Section line for a distance of 639.0 feet to the point of beginning, which said point is on the North margin of the J. D. and Polly C. Rowland lot; thence South 87 degrees 53 minutes 30 seconds West (MB) for a distance of 9.0 feet to a point; thence South 2 degrees 06 minutes 30 seconds East (MB) for a distance of 147 feet, more or less, to the North boundary of East Sterrett Street, as described in that certain right-of-way deed recorded in Deed Book 228, at Page 356, in the Office of the Judge of Probate of Shelby County, Alabama; thence South 87 degrees 17 minutes 30 seconds West along the North boundary of said East Sterrett Street for a distance of 200 feet to the Southwest corner of what was formerly known as the Williams lot; thence North and parallel with the East boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 209 feet; thence Easterly, parallel with North boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, for a distance of 209 feet to the East boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence South along the East boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 59 feet, more or less, to the point of beginning.

SIGNED FOR IDENTIFICATION:

Billy R Legg
Billy R. Legg

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

1982 JUL 14 PM 3 14

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec'd 56.00
Rec. 4.50
Ind. 1.00
61.50