

(Name) Wallace, Ellis, Head & Fowler, Attorneys(Address) Columbiana, Alabama 35051

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 TWENTY THOUSAND & NO/100 (\$20,000.00) DOLLARS

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

Willie Steve Smitherman and wife, Glennice Faye Smitherman

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

✓ Joseph W. Stephens and wife, Lulla Mae Stephens

(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:

A parcel of land consisting of 10 acres, more or less, being a part of the NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 2, Township 22, Range 4 West, more fully described by commencing at the NE corner of said forty (NW $\frac{1}{4}$  of NE $\frac{1}{4}$ ) for the point of beginning; run West and along North line of forty a distance of 385 feet to a point on the 40 line; run thence South and parallel with East line of forty a distance of 1108 feet to a point at center of right of way; thence run East and parallel to North 40 line a distance of 384.6 feet to a point on East 40 line; run thence North and along 40 line a distance of 1108 and/or to the NE corner and the point of beginning.

The Grantors also convey hereby an easement of a uniform width of 30 feet lying West of and adjacent to the West line of the above described property, to provide ingress and egress to an existing public road.

The Grantors also reserve an easement of a uniform width of 30 feet lying East of and adjacent to the West line of the above described property to provide ingress and egress to an existing public road, so that the grantors and grantees and their successors in title may use and enjoy said non-exclusive easement totaling in width 60 feet.

Subject to easements and rights of way of record and subject to Purchase Money Mortgage in the amount of \$10,000.00.

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 October, 1982.

WITNESS:

NOTARY PUBLIC  
SHELBY COUNTY  
ALABAMA  
1982 OCT 19 AM 11:03

deed to - 20<sup>02</sup>  
Rec. 150  
Ind 100

(Seal)

Willie Steve Smitherman  
(Willie Steve Smitherman) (Seal)

(Seal)

Glennice Faye Smitherman  
(Glennice Faye Smitherman) (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 Willie Steve Smitherman and wife, Glennice Faye Smitherman whose name s 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 October, 1982.

At. Y Box-140-C  
Montevallo, Al. 35115  
My Commission Expires October 1, 1983

Jan S. Payne  
Notary Public.