

This instrument was prepared by

(Name) William N. Clark

(Address) 940 First Alabama Bank Bldg., Birmingham, Alabama 35203

Form 1-15 Rev. 1-84

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 (\$20,000.00) DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, ~~XX~~, and, the assumption of that certain mortgage hereinafter described, we, William P. Sewell and wife, Samille W. Sewell, (herein referred to as grantors) do grant, bargain, sell and convey unto

Kim S. Tuell and wife, Virginia C. Tuell, (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 2, according to the map and survey of Royal Oaks, Second Sector, as recorded in Map Book 7, Page 77, in the Probate Office of Shelby County, Alabama.

Subject to easements, restrictions and rights-of-way of record.

Grantees herein, as part of the purchase price and consideration for this deed, assume and agree to pay the indebtedness evidenced by that certain mortgage made by Edward Michael Smith and Linda Cheryl Smith to Johnson & Associates Mortgage Co., which mortgage is recorded in the Office of the Judge of the Probate Court of Shelby County, Alabama, in mortgage record volume 396, Page 101, and which mortgage was subsequently assigned and transferred to National Mortgage Co., and assumed by the Grantors herein, William P. Sewell and wife, Samille W. Sewell. And for the same consideration, Grantees herein hereby assume the obligations of Edward Michael Smith, and wife, Linda Cheryl Smith, and William P. Sewell, and wife, Samille W. Sewell, under the terms of the instruments and VA Regulations authorizing, creating and securing the loan to indemnify the VA to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned.

BOOK 348 PAGE 471

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 ~~X~~ (we) do for ~~XXXX~~ (ourselves) and for ~~XX~~ (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that ~~XXX~~ (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that ~~XX~~ (we) have a good right to sell and convey the same as aforesaid; that ~~X~~ (we) will and ~~XX~~ (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 15TH day of July, 1983

WITNESS: *Deed to 2000*
Rec 150
Ind. 100
2250

WILLIAM P. SEWELL (Seal)

SAMILLE W. SEWELL (Seal)

JUDGE OF PROBATE (Seal)

1983 JUL 18 AM 11:15

STATE OF ALABAMA
Jefferson COUNTY

General Acknowledgment

I, the undersigned _____, a Notary Public in and for said County, in said State, hereby certify that William P. Sewell and wife, Samille W. Sewell 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 15th day of July, A. D. 1983

REDDEN, MILLS & CLARK
940 FIRST ALABAMA BANK BUILDING
BIRMINGHAM, ALABAMA 35203

Gerald X. Miller
Notary Public.