DONALD H. BROCKWAY, JR. CORRETTI & NEWSOM.....

Send Tax Notice To: Donald Eugene Burgess 4331 Morningside Drive Helena, Alabama 35080

CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR AMERICAN TITLE INS. CO., Birmingham, Alabama

STATE OF ALABAMA COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of

SIXTY-THREE THOUSAND NINE HUNDRED FIFTY AND NO/100 (\$63,950.00) DOLLARS

to the undersigned grantor, STRAIN CONSTRUCTION, INC. a corporation, (herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto

DONALD EUGENE BURGESS and wife, ANITA G. BURGESS

(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 the County of Shelby, State of Alabama, to-wit:

> Lot 18, in Block 2, according to the Amended Map of Plantation South, First Sector, as recorded in Map Book 7, Page 173, in the Probate Office of Shelby County, Alabama.

SUBJECT TO: (1) Current taxes for the year 1984 and subsequent years. (2) Building setback line of 40 feet reserved from Morningside Drive as shown by recorded plat. (3) Public utility easements as shown by recorded plat, including a 7.5 foot easement on the West side and a 5 foot easement on the South side. (4) Right-of-way granted to South Central Bell Telephone and Telegraph Company by instrument recorded in Deed Book 325, Page 261, in said Probate Office. (5) Restrictions, covenants and conditions as set out in instrument recorded in Misc. Book 31, Page 876, in said Probate Office. (6) Agreement in regard to Plantation Pipe Line Company as set out in Deed Book 317, Page 166, in said Probate Office.

\$63,950.00 of the purchase price of the property described herein has been paid by the proceeds of a purchase money mortgage executed and recorded simultaneously herewith.

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 said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumbrances,

that it has a good right to soll and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

President, Charles E. Strain IN WITNESS WHEREOF, the said GRANTOR, by its who is authorized to execute this conveyance, has hereto set its signature and seal, this the 28th day of October, 1983.

ATTEST:

351 me

800K

STATE OF ALABAMA

COUNTY OF JEFFERSON

28th

the undersigned authority Charles E. Strain

a Notary Public in and for said County in said

State, hereby certify that President of Strain Construction, Inc. whose name as a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation,

Given under my hand and official seal, this the

day of

October

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My Commission Expires:

11-5-83

Notary Public