This Instrument Prepared By:
Bruce M. Green, Esq.
P. O. Box 766
Alabaster, Alabama 35007

## WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA: COUNTY OF SHELBY:

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of <u>Ten Thousand and No/100 Dollars (\$10,000.00)</u> flat equity and the assumption of a loan in the approximate balance of Forty Two Thousand Five Hundred and No/100 Dollars (\$42,500.00), to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, I, <u>ROBERT D. JONES</u>, an unmarried man, (herein referred to as grantor) do grant, bargain, sell and convey unto JOHNNY H. HAGOOD, IV and wife, <u>DARLYNE HAGOOD</u>

(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 <a href="SHELBY">SHELBY</a> County, Alabama, to-wit:

Lot 14, Block 1, according to the survey of Oak Mountain Estates, as recorded in Map Book 5, Page 57, in the Office of the Judge of Probate of Shelby County, Alabama. Mineral and mining rights excepted.

SUBJECT TO: (1) Taxes for the year 1984, a lien, but not due and payable until October 1, 1984. (2) Building setback line of 30 feet reserved from Creekview Circle as shown by plat. (3) Public utility easement as shown by recorded plat, including a 7.5 foot easement on the North side of subject lot. (4) Restrictions, covenants and conditions as recorded in Deed Book 263, Page 350 and Deed Book 263, Page 335, in Probate Office. (5) Transmission Line Permit to Alabama Power Company as recorded in Deed Book 108, Page 379 in Probate Office. (6) Right of way granted to Alabama Power Company and Southern Bell Telephone & Telegraph as recorded in Deed Book 265, Page 223, in Probate Office. (7) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights conveyed in Deed Book 281, Page 878 in Probate Office.

Grantees herein hereby assume and agree to pay that certain mortgage in favor of AmSouth Bank, N.A., dated September 15, 1983, recorded in Mortgage Book 436, Page 758, in the approximate balance of Forty Two Thousand Five Hundred and No/100 Dollars (\$42,500.00).

GRANTOR'S ADDRESS: 142 Threenpark South, Felham, al. 35124

GRANTEES' ADDRESS: 521 Creekview livele, Letham, Ul. 35/2/

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 do for myself and for my heirs, executors, and administrators with the said Grantees, their heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my 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 and seal this Buth

, 1984. day of

D. Jones

STATE OF ALABAMA: COUNTY OF SHELBY:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert D. Jones, 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 & day of

1984.

ſΩ

JUDGE OF FROSATE