

This Instrument Was Prepared By:
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Pelham, Alabama 35124

MAIL TAX NOTICE TO:

306

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY)

That in consideration of FORTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$49,500.00) to the undersigned GRANTORS (whether one or more), in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, I or we,

ROLLINA J. KLASING, an unmarried woman

(herein referred to as GRANTORS, whether one or more), grant, bargain, sell and convey unto

CHARLES O. MERRELL and wife, ANNETTE A. MERRELL

(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:

Commence at the SW corner of the SE 1/4 of the NW 1/4 of Section 22, Township 21 South, Range 1 East; thence run East along the South line of said 1/4 1/4 Section for 60.0 feet to the point of beginning; thence 88 deg. 57 min. 30 sec. right run 224.03 feet; thence 88 deg. 57 min. 25 sec. left run 525.75 feet; thence 93 deg. 39 min. 42 sec. left run 778.55 feet to the Southeasterly right of way of Shelby County Highway No. 61; thence 112 deg. 19 min. left run along said right of way for 202.82 feet; thence 2 deg. 32 min. 48 sec. left run 345.05 feet; thence 62 deg. 32 min. left run 299.52 feet to the point of beginning; being situated in Shelby County, Alabama.

SUBJECT TO:

Right-of-Way and easements of record.

Title to all mining rights and other rights, privileges and immunities relating thereto.

During the term of the Purchase Money Mortgage only, the property is subject to the following restrictions. Violation of the restrictions shall constitute a default under the terms and conditions of said Purchaser Money Mortgage and shall entitle Mortgagee to immediate foreclosure on Purchase Money Mortgage according to the terms and conditions of said Mortgage.

1. The real property shall not be rented without written consent of mortgagee.

2. The real property will not be used for mobile home storage or park during the life of the Purchase Money Mortgage.

3. Mortgagee shall have a 10 day right of refusal for the same terms and condition of any sale of the real property entered into by Mortgagor-Purchaser during the terms of the Purchase Money Mortgage only.

\$40,000.00 of the purchase price recited above was paid from a mortgage loan closed 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 I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with 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 stated 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 (we) have hereunto set my (our) hand(s) and seal(s) this 26th day of November, 1985.

 (SEAL)
Rollina J. Klasing

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STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Rollina J. Klasing, an unmarried woman 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, she executed the same voluntarily on the day the same bears date.

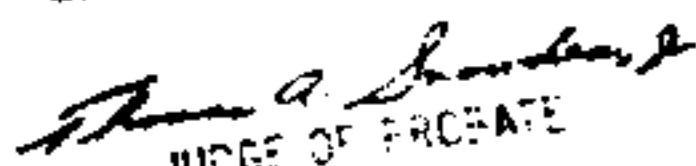
Given under my hand and official seal this 26th day of November, 1985.

(NOTARIAL SEAL)


Notary Public

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

1985 DEC -5 AM 9:36


JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$	
Deed Tax		<u>9.50</u>
Mineral Tax		
Recording Fee		<u>5.00</u>
Index Fee		<u>1.00</u>
TOTAL	\$	<u>15.50</u>

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