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This Instrument Was Prepared By: DANIEL M. SPITLER Attorney at Law 108 Chandalar Drive 35124 Pelham, Alabama

SHELBY COUNTY

MAIL TAX NOTICE TO: Mr. David E. Ludlum, Jr. 77 Commondee Dr

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

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00) to the undersigned GRANTORS (whether one or more), in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, I or we,

NORA WHATLEY, an unmarried woman

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

DAVID E. LUDLUM, JR. and wife, C. DIANNE LUDLUM

(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:

That part or parcel of land, situated in the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 24, Range 12 East, and more particularly described as follows: Commencing at a point where the Western boundary line of said Southwest 1/4 of the Northeast 1/4 of said Section 3 intersects with the South right of way line of the Montevallo and Calera paved Highway, and run thence in an Easterly direction along the Southern right of way line of said Highway a distance of 340 feet, more or less, to the Eastern boundary line of a certain street which runs North and South and intersects with the said Southern right of way line of said Highway, for a point of beginning of the tract herein described and conveyed; run thence in a Southerly direction along the said Eastern boundary of said street a distance of 100 feet; run thence in an Easterly direction and parallel with the South right of way line of said Highway a distance of 150 feet; run thence in a Northerly direction and parallel with said Street a distance of 100 feet to the intersection with said South right of way line of said Montevallo Calera paved Highway; run thence in a Westerly direction along the Southern right of way line of said paved highway a distance of 150 feet to the point of beginning; being situated in Shelby County, Alabama.

A part of the Southwest 1/4 of Northeast 1/4 of Section 3, Township 24, Range 12 East, described as: Beginning at a point on the South line of the right of way of the Montevallo and Calera Highway, which point is 340 feet East of the West line of said 1/4 1/4 Section, and run East along said highway right of way 150 feet; thence South 200 feet; thence West 150 feet; thence North 200 feet to the point of beginning. that certain lot previously deeded by R. S. Anderson and Irene Anderson to R. O. Bean, it being the intention and purpose to herein convey the said lot to the grantees herein, adjoining and situated South of the lot previously deeded to R. O. Bean, 100 feet by 150 feet; being situated in Shelby County, Alabama.

Commence at the intersection of the East line of Gardner Street with the South right of way line of the Montevallo-Calera public road, also known as Highway No. 25; thence East along the South right of way line of said Highway 25, 340 feet to the intersection of the East line of Middle Street with the South right of way line of Highway 25; thence South along the East line of Middle Street 200 feet for point of beginning of the lot herein conveyed; and from said point of beginning continue South along the East line of Middle Street 25 feet; thence East and parallel with the South right of way line of Highway 25, 150 feet; thence North and parallel with Middle Street 25 feet; thence West and parallel with the South right of way line of Highway 25, 150 feet to the point of beginning. Said lot being situated in the SW 1/4 of NE 1/4 of Section

3, Township 24, Range 12 East, and being in the Town of Montevallo, Shelby County, Alabama.

SUBJECT TO: Right of way and easements of record.

\$50,000.00 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 9th day of July, 1986.

Hora Whatley

10E **1** 

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Nora Whatley, 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 9th day of July, 1986.

(NOTARIAL SEALA)

Notary Public

STATE OF ALA, SPEEBY CO. I CERTIEY THIS ISTRUMENT WAS FILED

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JUDGE GE FRE FATE

I. Deed Tax \$ 500

2. Mtg. Tax

3. Recording Fee 500

4. Indexing Fee \_/ 00

TOTAL

1100

18.3