

\$2100.00

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This instrument was prepared by

(Name) JAMES E. HILL, JR.

819 Parkway drive Se

(Address) Leeds, AL 35094



This Form furnished by:

Cahaba Title, Inc.

Highway 31 South at Valleydale Rd., P.O. Box C

Pelham, Alabama 35124

Phone (205) 988-5600

Policy Issuing Agent for

SAFECO Title Insurance Company

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of TWENTY THREE THOUSAND SIX HUNDRED SEVENTY THREE AND 20/100----- DOLLARS (\$23,673.20) and assumption of mortgage as stated below

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

EMMETT DAVID BATES, III,

(herein referred to as grantors) do grant, bargain, sell and convey unto

PAUL E. LOWERY and PAMELA J. LOWERY

(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:

Parcel 1: A parcel of land located in the East 1/4 of the NE 1/4 of Section 23, Township 18 South, Range 1 East, Shelby County, Alabama, described as follows: Commence at the intersection of the Northerly boundary of Old Montevallo Road and the Southwesterly boundary of Vandiver-Sterrett paved road and run in a Northwesterly direction with said paved road 1055 feet to the point of beginning; thence run North 78 degrees West with said paved road boundary 198 feet; thence run South 12 degrees West 110 feet; thence run South 89 degrees East 198 feet; thence run North 12 degrees East 110 feet to the point of beginning.

Parcel 2: A parcel of land situated in the East 1/4 of the NE 1/4 of Section 23, Township 18 South, Range 1 East, Shelby County, Alabama, more particularly described as follows: Commence at the intersection of the Northerly boundary of Old Montevallo Road and the Southwesterly boundary of Vandiver-Sterrett paved road and run in a Northwesterly direction with said paved road 1055 feet to a point; thence run South 12 degrees West a distance of 110 feet to the point of beginning of the parcel herein described; thence run North 78 degrees West a distance of 198 feet to a point, being the Southwest corner of a parcel heretofore purchased by the grantee, Emmett D. Bates, III; thence run South 12 degrees West to a point on the North right of way line of the Old Montevallo Road; thence run in an Easterly direction along the right of way line of said Road to a point which is North 12 degrees East from the point of beginning, which is the Southeast corner of said parcel heretofore purchased by Emmett D. Bates, III. All being situated in Shelby County, Alabama.

Subject to: 1. Right of way granted to Shelby County by instrument recorded in Lis Pendens Book 4 page 41 in the Probate Office of Shelby County, Alabama.

2. Easement for underground water line as set forth in Deed Book 319 page 357 in said Probate Office.

SEE REVERSE FOR CONTINUATION

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 the 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 noted 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 have hereunto set my hand(s) and seal(s), this 29th day of April, 1986.

WITNESS:

(Seal)

(Seal)

(Seal)

Emmett David Bates, III (Seal)

EMMETT DAVID BATES, III

(Seal)

(Seal)

(Seal)

STATE OF ALABAMA

JEFFERSON COUNTY

General Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Emmett David Bates, III, a married 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 29 day of April, A.D., 1986.

\$21,573.20 of the above consideration was paid by mortgage loan closed simultaneously herewith.

And as additional consideration for this conveyance, the Grantees herein assume and agree to pay, as it matures, that indebtedness from Charles W. Smith and Debbie Smith to Jim Walter Homes, Inc. recorded in Mortgage Book 344, page 617 in the Probate Office of Shelby County, Alabama, and the Grantees hereby ratify and agree to be bound by all the provisions of said mortgage and the note evidencing same.

Emmett David Bates, III being one and the same as Emmett D. Bates, III the Grantee of Parcel 2.

The herein described real estate is not the homestead of the Grantor.

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

1986 MAY -5 AM 10:28

Thomas A. Lawrence, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$ <u>2.50</u>
2. Mtg. Tax	<u>5.00</u>
3. Recording Fee	<u>1.00</u>
4. Indexing Fee	<u>8.50</u>
TOTAL	

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