

SEND TAX NOTICE TO:

(Name) Mr. and Mrs. Randall Eugene Brasher

Route 1, Box 188

(Address) Vandiver, Alabama 35176

This instrument was prepared by

(Name) Wade H. Morton, Jr., Attorney at Law, without examination or certification of title.

(Address) 113 South Main Street, Post Office Box 1227, Columbiana, Alabama 35051-1227

Form 1-1-3 Rev. 5/82

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of \$4,500.00 to be paid under promissory note of even date from Grantees to Grantor and for payment of which a Vendor's Lien is reserved, and Grantees' assumption and agreement to pay the hereinafter described mortgage indebtedness of \$16,006.01, to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

LAWRENCE ISBELL, a married man,

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

RANDALL EUGENE BRASHER and wife, TERRI DENETTE BRASHER,

(herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in

Shelby County, Alabama to-wit:

Commence at the Southeast corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, Township 18, Range 1 East, Shelby County, Alabama, thence West 212 feet to the point of beginning of the property herein described; thence North 250 feet to the South right-of-way line of public road known as Shelby County Highway #50; thence West 179 feet along the South right-of-way line of said public road; thence South 100 feet; thence East 110 feet to the point of beginning.

SUBJECT only to the following liens, encumbrances, easements and rights-of-way:

1. Taxes for the year 1987, which become due and payable on October 1, 1987 and which will be the sole responsibility of Grantees. Grantor warrants that he will pay the delinquent 1986 taxes.
2. Easement for public road, known as Shelby County Highway #50.
3. All rights-of-way and easements recorded in the Office of the Judge of Probate of Shelby County, Alabama, or evident through use.
4. Mortgage from Lawrence Isbell to Lester Joseph McKinney and wife, Shirley Ruth McKinney, dated September 20, 1985 and recorded in Real Book 42, at Pages 158-159, in the Office of the Judge of Probate of Shelby County, Alabama.

As part of the consideration for this conveyance, Grantees hereby assume and agree to pay as the same becomes due the unpaid balance of the indebtedness secured by that certain mortgage executed by Lawrence Isbell to Lester Joseph McKinney and wife, Shirley Ruth McKinney, dated September 20, 1985 and recorded in Real Book 42, at Pages 158-159, in the Office of the Judge of Probate of Shelby County, Alabama.
(SEE REVERSE SIDE FOR CONTINUATION OF DEED)

TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

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. There is no warranty or representation as to the condition or quality of any improvement upon this real property.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 26th

day of February, 19 87.

GRANTOR:

GRANTEES:

Randall Eugene Brasher (Seal)
Randall Eugene Brasher

Lawrence Isbell (Seal)
Lawrence Isbell

Terri Denette Brasher (Seal)
Terri Denette Brasher
STATE OF ALABAMA
SHELBY COUNTY

(Seal)
(Seal)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lawrence Isbell, 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 26th day of February, A. D., 1987

SEE REVERSE SIDE FOR ADDITIONAL GENERAL ACKNOWLEDGMENT

My Commission Expires August 7, 1987

(Continuation of Deed)

Grantor hereby warrants that after the installment due under said mortgage for February 1, 1987 and any late charge due therefor, together with any prior monthly installment and any late charges thereon, are paid in full the unpaid indebtedness secured by said mortgage will be the sum of \$16,006.01, plus interest thereon after February 1, 1987; Grantor further warrants that he will pay all such sums due under this mortgage. Grantees' covenant and agree with Grantor to pay said \$16,006.01, with interest after February 1, 1987, under the terms and conditions of said mortgage, commencing with the installment due on March 3, 1987. This agreement and covenant by Grantees with Grantor is evidenced by Grantees signing of this instrument.

The above described real property does not constitute any part of the homestead of the Grantor Lawrence Isbell or of his wife Lillie Mae Isbell, and Lillie Mae Isbell has never lived on the above described real property.

SIGNED FOR
IDENTIFICATION:

Lawrence Isbell
Lawrence Isbell

Randall Eugene Brasher
Randall Eugene Brasher

Terri Denette Brasher
Terri Denette Brasher

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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 Randall Eugene Brasher and wife, Terri Denette Brasher, whose names are signed to this foregoing instrument, and who are known to me, acknowledged before me on this date, that being informed of the contents of this instrument and the assumption agreement recited therein, they voluntarily joined in the execution of the same as having assumed the mortgage recited herein on the day this instrument bears date.

Given under my hand and official seal this 26th day of February, 1987.



William M. Martin
Notary Public

My Commission Expires August 4, 1987

STATE OF ALABAMA, SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1987 MAR 12 PM 3:29

Thomas C. Brasher
JUDGE OF PROBATE

1. Notary Fee	\$4.50
2. Imp. Tax	_____
3. Recording Fee	\$5.00
4. Indexing Fee	1.00
TOTAL	10.50

RETURN TO

WARRANTY DEED
JOINTLY FOR LIFE WITH REMAINDER
TO SURVIVOR

THIS FORM FROM
LAWYERS TITLE INSURANCE CORP.
Title Insurance
BIRMINGHAM, ALA.