

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

MAIL TAX NOTICE TO:
Mr. Milton M. Smith, Jr.
36 Hunters Trace
Pelham, Alabama 35124

492

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of SEVENTY-THREE THOUSAND AND NO/100 DOLLARS (\$73,000.00) to the undersigned GRANTORS (whether one or more), in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, I or we,

BENNIE F. JOHNSON, an unmarried man

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

MILTON M. SMITH, JR., an unmarried man and
DOROTHY E. BARNES, an unmarried woman

(herein referred to as GRANTEE) 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:

Lot 36, according to the survey of Hunter's Glen, as recorded in Map Book 6 page 49, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO:

Building setback line of 35 feet reserved from Hunters Trace as shown by plat.

Public utility easement as shown by recorded plat, including easements of 7.5 feet on the West and 5 feet on the North and South sides of lot.

Restrictions, covenants and conditions as set out in instrument recorded in Misc. Book 11 page 433 in Probate Office of Shelby County, Alabama.

Right of Way granted to South Central Bell by instrument recorded in Deed Book 292 page 621 in Probate Office of Shelby County, Alabama.

Easement to Alabama Power Company as shown by instrument recorded in Deed Book 296 page 612, Deed Book 127 page 394 and Deed Book 131 page 322 in Probate Office of Shelby County, Alabama.

Mineral and mining rights if not owned by Grantor.

\$68,196.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.


TO HAVE AND TO HOLD to the said GRANTEE 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 GRANTEE, 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 GRANTEE, 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 29th day of April, 1987.

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

1987 MAY -6 AM 11:10

 (SEAL)
Bennie F. Johnson

STATE OF ALABAMA 
SHELBY COUNTY JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bennie F. Johnson, 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 29th day of April, 1987.

(NOTARIAL SEAL)


Notary Public