This form furnishe. J. Cahaba Title.inc. 98. 500 1395 Send Tax Notice to: This instrument was prepared by: (Name) Mr. Richard A. Burtch (Name) Daniel M. Spitler (Address)\_\_\_\_\_\_ (Address) 108 Chandalar Drive Pelham, Alabama 35124 WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR STATE OF ALABAMA \_COUNTY KNOW ALL MEN BY THESE PRESENTS, SHELBY That in consideration of SIXTY-ONE THOUSAND FIVE HUNDRED AND NO/100 (\$61,500.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, FRANKLIN LUCAS, an unmarried man (herein referred to as grantors) do grant, bargain, sell and convey unto RICHARD A. BURTCH and wife, JAN L. BURTCH therein 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 \_\_\_\_\_County, Alabama to-wit: Shelby Lot 22, according to the First Addition of Indian Highlands Subdivision, as recorded in Map Book 5 page 6 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. SUBJECT TO: Building setback line of not nearer than 30 feet to nor more than 70 feet from either either front lot lines or side street lines or nearer than 10 feet to side lot lines as set out in said restrictions in Deed Book 236 page 898 in Probate Office of Shelby County, Alabama. Public utility easements as shown by recorded plat, including a 6 foot easement on the East side. Restrictions, covenants and conditions as set out in instrument recorded in Deed Book 236 page 898 in Probate Office of Shelby County, Alabama. Easement to Alabama Power Company as to underground installations as set out in instrument recorded in Deed Book 242 page 791 in Probate Office of Shelby County, Alabama. Easement to Alabama Power Company and Southern Bell Telephone and Telegraph as set out in instrument recorded in Deed Book 257 page 419 in Probate Office of Shelby County, Alabama. Mineral and mining rights if not owned by Grantor. \$49,000.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously with delivery of this deed. 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 for 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 GRANTEES, their heirs and assigns forever, against the lawful claims of all persons. hand(s) and seal(s), this we \_\_\_ have hereunto set IN WITNESS WHEREOF, July day of WITNESS (Seal) STATE OF ALABAMA General Acknowledgment /600 **JEFFERSON** , a Notary Public in and for said County, in said State, the undersigned Franklin Lucas, an unmarried man hereby certify that \_\_\_\_\_ known to me, acknowledged before me whose name 18 signed to the foregoing conveyance, and who 18 executed the same voluntarily on this day, that being informed of the contents of the conveyance

on the day the same bears date.

MY COMMISSION EXPIRES MAR