

This form furnished by:

Cahaba Title, Inc.

988-5600

This instrument was prepared by:

(Name) Ronald E. Jackson, Attorney at Law
(Address) P.O. Box 66
Pelham, Alabama 35124

Send Tax Notice to:

(Name) Mr. & Mrs. Marshall Wagner
(Address) 812 Creekview Drive
Pelham, Alabama 35124

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WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Sixty-Eight Thousand Three Hundred Sixty-Eight & 20/100-----DOLLARS

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

Joseph F. Kostka and wife, Diane Kostka
(herein referred to as grantors) do grant, bargain, sell and convey unto

Marshall Wagner and Wife, Linda Wagner

(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:

Lot 14, block 7, according to the survey of Oak Mountain Estates, Sixth Sector, as recorded in Map Book 5, page 102, in the Probate Office of Shelby County, Alabama.

As a part of the consideration for this conveyance the Grantee herein expressly assumes and agrees to pay the balance owing on that certain promissory note dated May 3, 1978, in the original principal sum of \$44,900.00 secured by and described in a mortgage recorded in Volume 377, Page 837 of the official records of Shelby County, Alabama, and hereby expressly assumes the obligation of Jerry Ball and Joseph F. Kostka under the terms of the instrument creating said loan, to indemnify the Veteran Administration of the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned, this agreement of assumption being evidenced by Grantee's acceptance of this deed. The current balance of that mortgage is \$40,368.20.

\$7,500.00 of the above stated consideration represents a second mortgage executed this date by the Grantee's in favor of First Union Home Equity.

This conveyance is subject to all easements, rights of way, restrictions and other encumbrances which are a matter of public record as of this date.

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.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 16 day of OCTOBER, 19 87

WITNESS

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

1987 OCT -5 AM 9:28

1. Deed Tax \$20.50
2. Mtg. Tax (Seal)
3. Recording Fee 2.50
4. Indexing Fee 1.80
TOTAL 24.80 (Seal)

Joseph F. Kostka (Seal)
JOSEPH F. KOSTKA
Diane Kostka (Seal)
DIANE KOSTKA (Seal)

STATE OF ALABAMA
SHELBY COUNTY }

COUNTY }

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joseph F. Kostka and wife, Diane Kostka whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3 day of October A.D., 1987

My commission expires: 12/19/88

Ronald E. Jackson