

This instrument was prepared by:  
(Name) Daniel M. Spitler, Attorney  
(Address) 108 Chandalar Drive  
Pelham, Alabama 35124

Send Tax Notice to:  
(Name) Mr. Elliot W. Adoff  
(Address) 315 Mardis Lane  
Montevallo, Alabama 35115

**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-SEVEN THOUSAND NINE HUNDRED AND NO/100 (\$67,900.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

PAUL A. STEWART and wife, PEGGY N. STEWART

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

ELLIOT W. ADOFF and wife, KATHLEEN E. ADOFF

(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 12, Block 5, Green Valley, 2nd Addition, as recorded in Map Book 6 page 21, Judge of Probate's Office, Shelby County, Alabama. Being situated in Shelby County, Alabama.

**SUBJECT TO:**

Building setback line of 35 feet reserved from Mardis Lane as shown by plat. Public utility easements as shown by recorded plat, including 5 feet on the East side.

Restrictions, covenants and conditions as set out in instrument recorded in Misc. Book 9 page 278 in Probate Office of Shelby County, Alabama.

Right of Way granted to Alabama Power Company by instrument recorded in Deed Book 285 page 820 in Probate Office of Shelby County, Alabama.

Right of Way granted to South Central Bell by instrument recorded in Deed Book 285 page 366 in Probate Office of Shelby County, Alabama.

Agreement with Alabama Power Company as to underground cables recorded in Misc. Book 8 page 772 and covenants pertaining thereto recorded in Misc. Book 8 page 556 in Probate Office of Shelby County, Alabama.

Mineral and mining rights if not owned by Grantor.

\$67,470.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

BOOK 197 PAGE 489

1. Deed Tax 1.50  
2. Mig. Tax \_\_\_\_\_  
3. Recording Fee 2.50  
4. Indexing Fee 1.00  
TOTAL 4.00

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 29th day of July, 19 88

WITNESS  
88 AUG -3 AM 9:19 (Seal)  
\_\_\_\_\_  
JUDGE OF PROBATE (Seal)

Paul A. Stewart (Seal)  
Peggy N. Stewart (Seal)

STATE OF ALABAMA }  
SHELBY COUNTY } **General Acknowledgment**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul A. Stewart and wife, Peggy N. Stewart 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 29th day of July A.D., 19 88

1/25/90

My Commission Expires:

[Signature]  
Notary Public