

THIS INSTRUMENT WAS PREPARED BY:

William F. Mathews, Attorney
2969 Montgomery Highway
Pelham, AL 35124

SEND TAX NOTICE TO:

Gerald P. Kehl &
Edna M. Gaither
1812 Mountain Stone Drive
Helena, AL 35080

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WARRANTY DEED JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of

*Ninety-Nine Thousand Five Hundred Dollars (\$99,500.00), to the undersigned grantors, in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Ray B. Matthews, a divorced man, and Sylvia J. Matthews, a married woman, formerly husband and wife,

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

Gerald P. Kehl, a single man, and Edna M. Gaither, a single woman,

(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, any and all interest we may own in a parcel of land situated in Shelby County, Alabama, described as follows:

Lot 4, according to the Survey of Sunnybrook Subdivision, as recorded in Map Book 6, Pages 61 and 64, in the Probate Office of Shelby County, Alabama.

Subject to property taxes for the current year and thereafter.

Subject further to existing easements, restrictions, set-back lines, rights-of-way, limitations, if any, of record.

The legal description set out herein was furnished to preparer without the benefit of survey.

The grantor herein, Sylvia B. Matthews, has remarried, and the property described herein is not the homestead of grantor's spouse.

*As a part of the consideration for this conveyance the Grantees herein expressly assume and agree to pay the balance owing on that certain promissory note dated December 8, 1986, in the original principal sum of \$83,300.00, secured by and described in the even date therewith recorded in Real Volume 110, Page 896, of the Official Records of Shelby County, Alabama, and hereby expressly assumes the obligation of Ray B. Matthews and Sylvia J. Matthews under the terms of the instrument creating said loan, to indemnify the Veterans Administration of the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned, this agreement of assumption being evidence by Grantees' acceptance of this deed.

Three Thousand Five Hundred Dollars (\$3,500.00) of the above-recited purchase price was paid from a second mortgage loan closed simultaneously herewith.

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 we do for ourselves and our heirs, executors, and administrators,

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covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and 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 hands and seals this 12th day of May, 1989.

Ray B. Matthews
Ray B. Matthews

Sylvia J. Matthews
Sylvia J. Matthews

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Ray B. Matthews, a divorced man, and Sylvia J. Matthews, a married woman, formerly husband and wife, 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 12th day of May, 1989.

B-5-92
My Commission Expires

Sammy Pope
Notary Public

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STATE OF ALABAMA
I CERTIFY THAT
INSTRUMENT WAS FILED

89 JUN -2 PM 1:07

Thomas A. Henderson, Jr.
JUDGE OF PROBATE

1. Bond Tax	\$ <u>14.50</u>
2. Mtg Tax	
3. Recording Fee	<u>5.00</u>
4. Indexing Fee	<u>2.00</u>
TOTAL	<u>21.50</u>