BOOK 242 PACE 708

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

917

MAIL TAX NOTICE TO:

Mr. C. Gifford Bridenbaugh

POBOX 1/7

564-764/- 35143

CORRECTIVE - WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY

That in consideration of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) to the undersigned GRANTORS (whether one or more), in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, I or we,

JAMES P. VALENTINE, an unmarried man, by and through his Attorney-in-Fact, R. McKim Norris, Jr.

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

C. GIFFORD BRIDENBAUGH and wife, MARY ANN BRIDENBAUGH

(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 2, in Block 3, of the Resurvey of Farris-Smith Subdivision, as shown by map recorded in Map Book 4 page 60 in the Probate Office of Shelby County, Alabama, the same being located in the SW 1/4 of SW 1/4 of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama. This conveyance is subject to the following:

30 foot building setback line from 7th Avenue as shown by recorded map. Restrictions appearing of record in Deed Book 165 page 518.

Right of way in favor of Alabama Power Company and Southern Bell Telephone & Telegraph Company by instrument recorded in Deed Book 167 page 137 and Deed Book 209 page 251.

As part of the purchase price and consideration for this deed, the Grantee herein assumes and agrees to pay the indebtedness evidenced by that certain mortgage to Real Esatate Financing, Inc. recorded in Mortgage Book 382 page 487 and transferred and assigned to Federal National Mortgage Association by instrument recorded in Misc. Book 27 page 440, Shelby County, Alabama.

As part of the purchase price and consideration for this deed, the Grantee herein assumes and agrees to pay that indebtedness evidenced by that certain mortgage to Eloise Theobald, Faye Woods and Charles K. Woods, recorded in Shelby County, Alabama, Book 401 page 972.

This is a corrective deed given to correct the execution of that certain deed recorded at Book 342 page 262 in the Probate Office of Shelby County, Alabama.

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 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 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 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 GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) day of June, 1989.

James B. Valentine, by and through his Attorney in Fact, R. McKim Norris, Jr.

STATE OF ALABAMA SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James P. Valentine whose name, by R. McKim Norris, Jr. Attorney in Fact for James P. Valentine, 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, as such Attorney in Fact and with full authority, executed the same voluntarily for and as the act of James P. Valentine, on the day the same bears date.

Given under my hand and official seal this 5th day of June, 1989.

(NOTARIAL SEAL)

alin B. Matthews

89 JUN 14 AM 9: 20

JUDGE OF PROBATE

- 1. Deed Tax No TAX COLLECTED
- 2. Mtg. Tax
- 3. Recording Fee \$.600
- 4. Indexing Fee

_8.00 TOTAL