

This instrument was prepared by:
Daniel M. Spiller
108 Chandalar Drive
Pelham, Alabama 35124

1652
Send Tax Notice to:
Mickey L. Johnson
605 Valleyview Drive
Pelham, Alabama 35124

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY)

That in consideration of Eighty-Five Thousand Five Hundred Thirty-Nine and 23/100'S *** Dollars \$85,539.23 to the undersigned grantor, in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, Lonnie E. Turner, husband, and Mary Madilyn Turner, his wife (herein referred to as grantor), do grant, bargain, sell and convey unto Mickey L. Johnson, a widower (herein referred to as grantee), for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, the following described real estate, situated in Shelby, County, Alabama, to-wit:

Lot 11, in Block 5, according to the survey of Cahaba Valley Estates, Seventh Sector, as recorded in Map Book 6 page 82 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to: Restrictions as recorded in Book 284 page 482 in Probate Office. 30 foot building line as shown by recorded plat. 10 foot easement on the rear of subject property for public utilities, sanitary sewers, storm sewers and storm ditches as shown by recorded plat. Easement to Pelham Sewer Fund, Inc. as recorded in Book 298 page 677 in Probate Office. Mineral and mining rights excepted if not owned by Grantor.

As part of the consideration for this deed, Grantee hereby assumes and agrees to pay the unpaid balance of principal and interest in the amount of \$68,239.23 on a loan secured by a Security Deed from the Grantor herein to First Federal Savings and Loan Association of Alabama and transferred to Mortgage Corporation of the South (Lender), which mortgage is recorded in Real 75 page 862 and transferred in Real 75 page 866 in the Probate Office of Shelby County, Alabama, and also hereby assumes the obligations of Lonnie E. Turner and Mary Madilyn Turner (Veteran) under the terms of the instruments creating said loan to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned. The holder of said Security deed shall have the right to exercise the power of sale contained herein in the name of the original Grantor, notwithstanding this or any other assumption of mortgage debt.

TO HAVE AND TO HOLD, to the said GRANTEE, 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 each survivor forever.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, his, her or 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 grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 23rd day of February, 1990.

Lonnie E. Turner (Seal)
Lonnie E. Turner

Mary Madilyn Turner (Seal)
Mary Madilyn Turner

STATE OF ALABAMA)

General Acknowledgement

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lonnie E. Turner, husband, and Mary Madilyn Turner, his wife whose names is/are signed to the foregoing conveyance, and who is/are known to me, acknowledge before me on this day that, being informed of the contents of the conveyance, have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 23rd day of February, 1990.

Daniel M. Spiller
Notary Public

My Commission Expires on January 8, 1994.

✓ Daniel M. Spiller

90 FEB 27 PM 1:59
JUDGE OF PROBATE

1. Deed Tax	\$ 17.50
2. Mtg. Tax	\$
3. Recording Fee	\$ 3.00
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$
6. Certified Fee	\$ 1.00
Total	\$ 24.50