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SEND TAX NOTICE TO:
John R. Fitts
2242 Pup Run
Helena, Al. 35080

THIS INSTRUMENT WAS PREPARED BY:
JOHN T. BLACK, BLACK AND MORGAN, ATTORNEYS
3432 Independence Drive
Birmingham, Alabama 35209

CORPORATION FORM 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 Fifty Four Thousand and 00/100 Dollars (\$54,000.00), to the undersigned grantor, POST WELDING SUPPLY COMPANY, a corporation, (herein referred to as Grantor), in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto John R. Fitts and wife, Stephanie E. Fitts, (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.

PARCEL (or Lot) 5B, according to the map and plat of a Resurvey of Whispering Pines Farms, as recorded in Map Book 13, Page 131, in the Office of the Judge of Probate of Shelby County, Alabama, more particularly described by metes and bounds as follows:

BOOK 353 PAGE 683
Beginning at the Northeast corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 12, Township 21 south, Range 5 west, Shelby County, Alabama and run thence South 86°57'56" West along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 606.80' to a point, Thence run South 3°15'00" East a distance of 1,018.58' to a point on the north margin of Shelby County Highway No. 13, Thence run South 85°39'46" East along said margin of said Highway a distance of 620.05' to a point, Thence run North 2°19'00" East a distance of 390.00' to a point, Thence run South 85°39'46" East a distance of 336.00' to a point, Thence run North 2°19'00" East a distance of 706.23' to a point on the north line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 12, Thence run South 86°57'56" West along said $\frac{1}{4}$ - $\frac{1}{4}$ line a distance of 452.07' to the point of beginning, containing 21.95 acres.

LESS AND EXCEPT: Coal, oil, gas and other mineral interests in, to or under the land herein described and all mining rights together with all rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights.

This conveyance is subject to the restrictive covenant hereby imposed by Grantor that no mobile home and/or house trailer shall be placed upon or be permitted to remain on any part of the said described real estate, which said restriction shall run with the said land.

\$53,500.00 OF THE CONSIDERATION RECITED ABOVE AROSE FROM THE PROCEEDS OF A PURCHASE MONEY MORTGAGE LOAN CLOSED SIMULTANEOUSLY WITH THE EXECUTION OF THIS DEED.

1. This conveyance is subject to all easements, restrictions, rights of way, ad valorem taxes, zoning ordinances and restrictions, set back lines and all other matters of record as recorded in the Probate Office of Shelby County, Alabama.
2. This conveyance is subject to all rights of parties in possession, encroachments, overlaps, unrecorded easements, deficiency in quantity of ground, or any matters not of record, which would be disclosed by an accurate survey and inspection of the premises.

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 said Grantor does for itself, its successors and assigns, covenant with said Grantees, their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, except as shown above, that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said Grantees, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor by its President, C. David Adderhold, who is authorized to execute this conveyance, has hereto set its signature and seal this the 10th day of JULY, 1991.

ATTEST: POST WELDING SUPPLY COMPANY, a corporation
BY: C. DAVID ADDERHOLD, ITS PRESIDENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, John T. Black, a Notary Public in and for said County in said State, hereby certify that C. David Adderhold, whose name as President of Post Welding Supply Company, a corporation, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 10th day of July, 1991.
John T. Black
Notary Public
My Commission expires 4-21-95

BOOK 353 PAGE 684

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
91 JUL 16 AM 10:02
John E. [Signature]
JUDGE OF PROBATE

1. Dead Tax	1.50
2. Mfg. Tax	2.00
3. Surveying Fee	3.00
4. Recording Fee	1.00
5. Notary Fee	1.00
6. Carriage Fee	1.00
Total	9.50

RETURN TO:
JOHN T. BLACK
BLACK AND MORGAN, ATTORNEYS
3432 Independence Drive
Birmingham, Alabama 35209

POST WELDING SUPPLY COMPANY

TO

JOHN R. FITTS AND
STEPHANIE E. FITTS

WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

OFFICE OF THE JUDGE OF PROBATE: