

This instrument prepared by:  
JAMES R. MONCUS, JR.  
Attorney at Law  
1318 Alford Avenue, Suite 102  
Birmingham, AL 35226

Send Tax Notice To:  
Kevin C. Phillips  
5285 Sunny Meadows Drive  
Birmingham, Alabama 35243

## WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA  
Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of One Thousand One Hundred Sixty Four and 82/100 (\$1,164.82) and the assumption of the below mentioned mortgage to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, I or we, **Robert H. Runnels and Peggy J. Runnels, husband and wife** (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto **Kevin C. Phillips and Julia Q. Phillips** (herein referred to as Grantees), for and during their joint lives and upon the death of them, then to the survivor of them in fee simple, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot J, according to the survey of Sunny Meadows, Phase Four, as recorded in Map Book 9 page 45, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to all easements, restrictions and rights of way of record.

Grantees herein, as part of the purchase price and consideration for this deed, assume and agree to pay the indebtedness evidenced by that certain mortgage made by Robert H. Runnels and Peggy J. Runnels to Liberty Mortgage Corporation, which mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 199, Page 535. And for the same consideration Grantees hereby assume the obligations of Robert H. Runnels and Peggy J. Runnels, under the terms of the instruments creating the loan to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned. This liability to the Department of Veterans Affairs is under the authority of Chapter 37, title 38 of the United States Code, and supersedes any State or local law barring or limiting deficiencies following foreclosure of real property.

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.

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 21st day of August, 1991.

91 AUG 29 AM 10:56

Robert H. Runnels

Peggy J. Runnels

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Robert H. Runnels and Peggy J. Runnels, husband and wife** whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 21 day of August, 19 91.

|                  |         |
|------------------|---------|
| 1. Deed Tax      | \$ 1.50 |
| 2. Mtg. Tax      | \$ 3.50 |
| 3. Recording Fee | \$ 3.00 |
| 4. Indexing Fee  | \$ 3.00 |
| 5. No Tax Fee    | \$ 1.00 |
| 6. Certified Fee | \$ 1.00 |
| Total            | \$ 8.00 |

Notary Public

My commission expires 2/23/92

James R. Moncus