

This instrument was prepared by
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Montevallo, AL 35115-0091 205/665-5076

Randall L. Sears
Kelly D. Sears
Clarence W. Sears
Send Tax Notice to: Joyce L. Sears
(Name) _____
(Address) 131 Middle St.
Montevallo AL 35115

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA }
SHELBY COUNTY } **KNOW ALL MEN BY THESE PRESENTS,**

That in consideration of TWENTY FIVE THOUSAND AND 00/100-----(\$25,000.00)-----DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Phillip Wayne Davis, a married man

(herein referred to as grantors) do grant, bargain, sell and convey unto Randall L. Sears and wife, Kelly D. Sears and Clarence W. Sears and wife, Joyce L. Sears

(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, the following described real estate situated in Shelby County, Alabama to-wit:

Parcel I
Lot 20, according to the Survey of Wilson's Subdivision No. 1 as recorded in Map Book 3 page 62, in the Probate Office of Shelby County, Alabama; being situated in the SW 1/4 of Section 3, Township 24 North, Range 12 East, Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel II
Lot 18, according to survey of Wilson's subdivision No. 1, as recorded in Map Book 3, Page 62, in the Probate Office of Shelby County, Alabama; being situated in the SW 1/4 of Section 3, Township 24 North, Range 12 East; being situated in Shelby County, Alabama.

SUBJECT TO:

Property Taxes for 1993 and subsequent years.
Public utility easements and rights of ways affecting subject property.
Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 123 page 39 and Deed Book 123 page 37 in Probate Office.

PURCHASE MONEY FIRST MORTGAGE FROM GRANTEES HEREIN TO MERCHANTS & PLANTERS BANK, EXECUTED ON EVEN DATE HERewith, IN THE SUM OF \$20,000.00.

THE REAL ESTATE HEREINABOVE DESCRIBED DOES NOT CONSTITUTE THE HOMESTEAD OF GRANTOR, NOR THAT OF HIS SPOUSE, NEITHER IS IT CONTIGUOUS THERETO.

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.

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

IN WITNESS WHEREOF, I Phillip Wayne Davis have hereunto set my hand(s) and seal(s), this 1st day of March, 19 93.

Inst # 1993-05764

WITNESS

_____(Seal) Phillip Wayne Davis (Seal)
_____(Seal) Phillip Wayne Davis (Seal)
_____(Seal) _____ (Seal)

STATE OF ALABAMA }
SHELBY COUNTY } **General Acknowledgment**

I, Phillip Wayne Davis the undersigned authority Notary Public in and for said County, in said State, hereby certify that Phillip Wayne Davis whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st 03/02/1993-05764 A.D., 19 93
9/94 09:45 AM SHELBY COUNTY JUDGE OF PROBATE
001 MJS Notary Public