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SHELBY COUNTY ABSTRACT & TITLE CO., INC.
P. O. Box 752 - Columbiana, Alabama 35051
(205) 669-6204 (205) 669-6291 Fax(205) 669-3130

SEND TAX NOTICE TO:

(Name) Michael Shane Joiner and
Shannon M. Joiner

(Address) 2975 Joiner Town Rd
Columbiana, AL 35051

This instrument was prepared by

(Name) Wallace, Ellis, Fowler & Head

(Address) Columbiana, Alabama 35051

Form 1-1-5 Rev. 5/82

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One and no/100 -----
and the assumption of the hereinafter described mortgage

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Noma Joiner Smith, a widow, by Eddie R. Joiner and Bobby L. Joiner, as Attorneys in Fact, under authority as shown by Power of Attorney recorded in Real Book 368, page 409 in Probate Office of Shelby County, Alabama, and Eddie R. Joiner and Bobby L. Joiner, as Attorneys in Fact for Noma Joiner Smith, under authority as shown by Power of Attorney recorded in said Real Book 368, page 409, (herein referred to as grantors) do grant, bargain, sell and convey unto

Michael Shane Joiner and wife, Shannon M. Joiner

(herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in

Shelby County, Alabama to-wit:

A part of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 16, Township 21, Range 1 West, more particularly described as follows: Commence at a point where the Northern boundary of the Joinertown Road is intersected by the Westernmost boundary of a Spring Branch; thence run in a North-westerly direction along the North boundary of said Joinertown Road a distance of 660 feet more or less to a point where the same intersects the Southeasterly edge of a driveway leading to the Noma Joiner residence for point of beginning; thence turn to the right and run in a North-easterly direction along the Easternmost edge of said driveway a distance of 475.0 feet to a point; thence turn to the left and run Westerly parallel with the Northern boundary of the Joinertown Road a distance of 200.0 feet to a point; thence turn to the left and run Southerly parallel with the Easternmost boundary of the driveway which forms the Eastern boundary of the property herein conveyed a distance of 475.00 feet more or less to a point on the Northernmost right of way line of the paved Joinertown Road; thence turn to the left and run Southerly along the right of way of said road a distance of 200 feet more or less to the point of beginning.

As part of the consideration herefor, grantees assume full responsibility and agree to pay as the same becomes due that certain mortgage to First National Bank of Columbiana dated September 16, 1992 and recorded as Instrument Number 1992-20431 in the Probate Records of Shelby County, Alabama.

TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

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

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this

30

day of Sept 19 93

WITNESSES

Noma Joiner Smith (Seal)

By Eddie R. Joiner P.O.A. (Seal)

Bobby L. Joiner P.O.A. (Seal)
Bobby L. Joiner, As Attorneys in Fact for Noma Joiner Smith, under Power of Attorney recorded in Real Book 368, Page 409

Eddie R. Joiner (Seal)

Bobby L. Joiner (Seal)

As Attorneys in Fact for Noma Joiner Smith, under Power of Attorney as recorded in Real Book 368, page 409.

SEE ATTACHMENT FOR ACKNOWLEDGMENTS

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Noma Joiner Smith, whose name is signed to the foregoing conveyance by Eddie R. Joiner and Bobby L. Joiner, as Attorneys in Fact for Noma Joiner Smith, under authority as shown by Power of Attorney recorded in Real Book 368, Page 409 in Probate Office of Shelby County, Alabama, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30th day of September, 1993.

Pearl L. Lippin
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eddie R. Joiner and Bobby L. Joiner, whose names as Attorneys in Fact for Noma Joiner Smith, under authority as shown by Power of Attorney recorded in Real Book 368, Page 409 in the Probate Office of Shelby County, Alabama, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of they conveyance, they, in their capacity as such Attorneys in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30th day of September, 1993.

Pearl L. Lippin
Notary Public

Inst. # 1993-30225

09/30/1993-30225
03:28 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCB 11.50