

This Instrument Was Prepared By:  
 ONNIE D. DICKERSON, III,  
 Attorney-at-Law  
 214 Lorna Square  
 Birmingham, Alabama 35216

STATE OF ALABAMA  
 COUNTY OF SHELBY

WARRANTY DEED, JOINTLY FOR  
 LIFE WITH REMAINDER TO  
 SURVIVOR

KNOW ALL MEN BY THESE PRESENTS, That in consideration of other good and valuable considerations and the sum of **SIXTY FOUR THOUSAND EIGHT HUNDRED NINETY FIVE DOLLARS AND 00 CENTS (US\$64,895.00)** to the undersigned GRANTORS in hand paid by the GRANTEEES herein, the receipt of which is hereby acknowledged, Donald R. Bates and wife, Marjory M. Bates, (hereinafter referred to as GRANTORS), do hereby grant, bargain, sell and convey unto Carl Franklin Bates and wife, Caren D. Wright Bates, (hereinafter referred to as GRANTEEES), 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 the County of Shelby and State of Alabama, to-wit:

Lot 13, in Block 3, Oak Mountain Estates, according to the Map as recorded in Map Book 5, Page 57 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Note: \$64,895.00 of the above purchase price is in the form of a mortgage being assumed by the Grantee which is in favor of Collateral Mortgage, Ltd., being recorded Instrument 1993-19428 and rerecorded in Instrument 1994-15449. This deed was prepared without the benefit of a title search.

This conveyance is hereby made subject to restrictions, easements and rights of way of record in the Probate Office of Shelby County, Alabama.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining in fee simple.

TO HAVE AND TO HOLD the same unto GRANTEEES 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 GRANTORS do for themselves, their successors and assigns covenant with the said GRANTEEES, their heirs and assigns, that they are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that they are entitled to the immediate possession thereof; that they have a good right to sell and convey the same as aforesaid; that they will and their heirs and assigns shall, warrant and defend the same to the said GRANTEEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 19th day of May, 1994.

  
 Donald R. Bates

  
 Marjory M. Bates

STATE OF ALABAMA  
 COUNTY OF SHELBY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Donald R. Bates and wife, Marjory M. Bates, whose names 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 the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 19th day of May, 1994.

  
 Onnie D. Dickerson, III  
 Notary Public

My Commission Expires: 4/23/96

Inst \* 1994-19344

06/17/1994-19344  
 10:38 AM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 001 MCD 9.50