This instrument was prepared by:

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

STATE OF ALABAMA )
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, to the undersigned Grantors in hand paid by the Grantees herein the receipt of which is hereby acknowledged, James L. King and wife, Rose Marie King, GRANTORS herein, do hereby grant, bargain, sell and convey unto Bobby Statum and Diana Statum, GRANTEES herein, 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, in the following described real estate situated in Shelby County, Alabama, to wit:

See Legal Description attached hereto as Exhibit "A"

SUBJECT TO: (1) 1994 Ad Valorem Taxes which are a lien but not yet due and payable; (2) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 101 page 551 in Probate Office; (3) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed 127 page 140 in Probate Office; (4) Rights of others to use of easement for ingress and egress described in Exhibit A, herein; and (5) Grant of easement by and between Johnnie and Frances Wooten to Ricky and Carol Austin dated December 26, 1992 and recorded as Instrument #1993-01076 in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD unto 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 we do, for ourselves and for our heirs, executors and administrators, covenant with said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that we have a 20005 right to sell and 06/23/1994-20005

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convey the same as aforesaid; that we will, and 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 hands and seals, this /4/h day of \_\_\_\_\_\_, 1994. (Seal)

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JAMES L. KING and Wife, ROSE MARIE KING 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 date the same bears date.

Given under my hand and official seal this \_ June, A.D., 1994.

day of

Notary Public

A parcel of land situated in the SW 1/4 of the NW 1/4 of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW Corner of the SW 1/4 of the NW 1/4 of Section 36, Township 19 South, Range 3 West; thence N 30deg-55'-47" E a distance of 340.70' to the Southeastern rightof-way line of Indian Lake Drive; thence N 27deg-12'-11" E along said right-of-way line a distance of 105.95; thence N 27deg-16'-01" E along said right-of-way line a distance of 75.981; thence N 35deg-20'-47" E a distance of 24.21' to the POINT OF BEGINNING; thence continue along the last described course and along said right-of-way line a distance of 108.79; thence S 54deg-39'-13" E a distance of 311.50' to a point on the western right-of-way line of Indian Lake Trail, said point being a point on a curve to the left having a radius of 53.13 and a central angle of 88deg-05'-53"; thence along the arc of said curve and said right-of-way line a distance of 81.70', said arc subtended by a chord which bears S 20deg-33'-15" E a distance of 73.887, to the end of said curve; thence S 41deg-19'-07" W leaving said right-of-way line a distance of 99.46'; thence N 49deg-40'-35" W a distance of 363.70' to the Point of Beginning. Said parcel contains 1.01 acres, more or less.

Less and except a 15' ingress/egress easement, said easement being more particularly described as follows:

Commence at the SW Corner of the SW 1/4 of the NW 1/4 of Section 36, Township 19 South, Range 3 West; thence N 30deg-55'-47" E a distance of 340.70' to the Southeastern right-of-way line of Indian Lake Drive; thence N 27deg-12'-11" E along said rightof-way line a distance of 105.95; thence N 27deg-16'-01" E along said right-of-way line a distance of 75.98; thence N 35deg-20'-47" E along said right-of-way line a distance of 133.00'; thence S 54deg-39'-13" E a distance of 311.50' to a point on the western right-of-way line of Indian Lake Trail, said point being a point on a curve to the left having a radius of 53.13' and a central angle of 47deg-10'-38"; thence along the arc of said curve and said right-of-way line a distance of 43.75', said arc subtended by a chord which bears S Odeg-05'-38" E a distance of 42.52' to the POINT OF BEGINNING of the centerline of a 15' ingress and egress easement, said easement lying 7.5' each side of said centerline; thence S 69deg-42'-20" W a distance of 118.24 to the southwesterly property line of said parcel, said point being the end of said centerline of said easement.

Less and except a 30' ingress/egress and utility easement located in the northeastern portion of property, with the exact location to be determined at a later date.

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