John A. Sproule and Send Tax Notice to: This instrument was prepared by Virginia L. Sproule (Name) -Mitchell A. Spears 108 Moss Hill Lane ATTORNEY AT LAW (Address) 143 Main, P.O. Box 119 205/665-5102 Calera, AL 35040 205/665-5076 Montevallo, AL 35115-0091 WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR STATE OF ALABAMA KNOW ALL MEN BY THESE PRESENTS, SHELBY (\$124,900.00)That in consideration of ONE HUNDRED TWENTY-FOUR THOUSAND, NINE HUNDRED and 00/100 -----DOLLARS of to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Joe Killingsworth, a married man (herein referred to as grantors) do grant, bargain, sell and convey unto John A. Sproule and wife, Virginia L. Sproule (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: Lot 67, according to the survey of Southern Hills, Sector 6, Phase I, as recorded in Map Book 17 page 93, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. SUBJECT TO: Property taxes for 1994 and subsequent years. Mineral and mining rights are not insured. Building setback line of 30 feet reserved from Moss Hill Lane as shown by plat. Public easements as shown by recorded plat, including 7.5 feet on the Easterly side of lot. Restrictions, covenants and conditions as set out in instrument(s) recorded in Map Book 17 page 93 and as Instrument #1993-29539 in Probate Office. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 217 page 100 and Deed 220 page 40 in Probate Office. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurvace conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 17 page 93 in Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title. PURCHASE MONEY FIRST MORTGAGE IN FAVOR OF MERCHANTS & PLANTERS BANK, EXECUTED BY GRANTEES ON EVEN DATE HEREWITH, IN THE SUM OF \$35,000.00. THE ABOVE DESCRIBED REAL ESTATE 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, have hereunto set day of August, 19 94	my hand(s) and seal(s), this
WITNESS	
(Seal)	Joe Hellengswarth (Seal)
(Seal)	Joe Killingsworth OB/03/1994-24221 OB/03/1994-24221 OB/03/1994-24221 (Seal)
	OS/O3/1994-ED O9:45 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 98.50 SHELBY COUNTY JUDGE OF PROBATE 98.50
STATE OF ALABAMA SHELBY COUNTY General Acknow the undersigned authority	in the second se
hereby certify that Joe Killingsworth whose name is signed to the foregoing conveyance, at	nd who is known to me, acknowledged before me nce he executed the same voluntarily on the day the same bears
date. Given under my hand and official seal this	\mathcal{A}

The same that th