

This deed has been prepared without the examination of the title to the property herein described.

(Name) Jessie E. Yarborough and Wanda Fay Yarborough

(Address) 250 L & M Trace
Shelby, AL 35143

This instrument was prepared by

(Name) WALLACE, ELLIS, FOWLER & HEAD, ATTORNEYS AT LAW

(Address) COLUMBIANA, ALABAMA 35051

Form 1-1-3 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 (\$1.00) & OTHER GOOD & VALUABLE CONSIDERATIONS DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Larry A. Carroll and wife, Betty Jean Carroll

(herein referred to as grantors) do grant, bargain, sell and convey unto

Jessie E. Yarborough and wife, Wanda Fay Yarborough

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

Shelby

County, Alabama to-wit:

Lot 2, according to the Map and survey of Murphy's Fish Camp located in the E 1/2 of the SE 1/4 of Section 2, Township 24 North, Range 15 East, Shelby County, Alabama, said Map being recorded in Map Book 3, Page 72, in said Probate Office. Situated in Shelby County, Alabama.

SUBJECT TO THE FOLLOWING:

1. Taxes for 1994 and subsequent years. 1994 taxes are a lien but not due and payable until October 1, 1994.
2. Transmission line permits to Alabama Power Company as recorded in Deed Book 133, Page 251; Deed Book 143, Page 451 and Deed Book 148, Page 550, in Probate Office of Shelby County, Alabama.
3. Rights acquired by Alabama Power Company by that certain deed recorded in Deed Book 237, Page 744, in Probate Office.

Inst # 1994-28051

09/12/1994-28051
02:30 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
9.00

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 12th

day of September, 19 94

WITNESS:

(Seal)

(Seal)

(Seal)

Larry A. Carroll (Seal)
Betty Jean Carroll (Seal)
Betty Jean Carroll (Seal)

STATE OF ALABAMA

SHELBY

COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Larry A. Carroll and wife, Betty Jean Carroll whose name s 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 12th day of September, A. D., 19 94

Reggie J. Letson
Notary Public