

This instrument was prepared by

(Name) James D. Forstman

(Address) Suite 325, Park Place Tower, Birmingham, AL. 35203

Form 1-16 Rev. 1-88

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

Shelby COUNTY

That in consideration of <sup>91 AM</sup> ~~One~~ <sup>Two</sup> Thousand Dollars ~~THX~~ 8-10-92 DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Harold A. Miller and wife, Julia Faye Miller

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

✓ ALFRED WIDEMAN and wife Joyce Wideman

(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, together with every contingent remainder and right of reversion, the following described real estate situated

in Shelby County, Alabama to-wit:

Legal Description:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 2 EAST, RUN NORTH ALONG THE EST LINE OF SAID 1/4-1/4 A DISTANCE OF 1157.61 FEET TO THE POINT OF BEGINNING; THENCE RIGHT 66"-55'-17 A DISTANCE OF 857.82 FEET TO THE WEST R.O.W. OF A RAILROAD; THENCE RIGHT 64"-14'-24 A DISTANCE OF 164.21 FEET; THENCE RIGHT 93"-15'-05 A DISTANCE OF 384.76 FEET; THENCE RIGHT 70"-34'-09 TO THE TANGENT OF A CURVE TO THE LEFT HAVING A RADIUS OF 259.56 FEET AND A CENTRAL ANGLE OF 22"-36'-09 AN ARC DISTANCE OF 102.41 FEET; THENCE ALONG THE TANGENT OF SAID CURVE A DISTANCE OF 545.14 FEET TO THE POING OF BEGINNING. SAID PROPERTY CONTAINS 3.5 ACRES MORE OR LESS. LESS AND EXCEPT A 100 FOOT RIGHT OF WAY FOR ALA. POWER CO. AS SHOWN ON SURVEY. Inst # 1994-30298

(See attached Exhibit "A")

10/05/1994-30298  
12:13 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

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 of such survivor forever, together with every contingent remainder and right of reversion.

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 day of July, 1992.

WITNESS:

(Seal)

(Seal)

(Seal)

Harold A. Miller

Harold A. Miller

Julia Faye Miller

Julia Faye Miller

(Seal)

(Seal)

(Seal)

STATE OF ALABAMA

Shelby COUNTY

General Acknowledgment

I, Mary Lee Reynolds, a Notary Public in and for said County, in said State, hereby certify that Harold A. Miller and Julia Faye Miller 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 10<sup>th</sup> day of August, A. D., 1992.

Mary Lee Reynolds

Notary Public.

823-Autumn Drive  
Vincent, AL 35178

MY COMMISSION EXPIRES JUNE 21, 1996

EXHIBIT "A"

NOTICE TO MAKER:

The property you are financing the purchase of is subject to a prior promissory note and mortgage in favor of First Alabama Bank, dated July 21, 1988, and recorded in Book 196 at page 646 in the office of the Judge of Probate of Shelby County, Alabama, and any renewals or extensions of said note. The property you are purchasing will be released from the lien of the note and mortgage in favor of First Alabama Bank upon full payment of the purchase price of this property, provided that the holders of this note deliver that payment to First Alabama bank. The release will be a partial release of only that property securing this note. If there is a default to First Alabama Bank on the payment due by Harold A. Miller and Julia Faye Miller, then First Alabama Bank may exercise its rights of collection under the terms of its note and mortgage, including the right to foreclose its mortgage and seizure of the property you are purchasing.

Inst # 1994-30298

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002 SNA 13.00