

SEND TAX NOTICE TO:

(Name) Paul or Joyce Lutz  
150 Hiway 277  
(Address) Helena, AL 35080

This instrument was prepared by

(Name) Pearl Omadee Bailey

(Address) 2306 Spicewood Dr., San Antonio, TX 78213

FM No. ATC 27 Rev. 5/82

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - Professional Title Services, Inc., Birmingham, AL

STATE OF ALABAMA  
Shelby

COUNTY }

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Forty Thousand (\$40,000) DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,  
Pearl Omadee Bailey, a single woman

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

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

County, Alabama to-wit:

- 1) All that part of the southwest quarter (SW 1/4) of section twenty-three (23), Township twenty (20), Range four (4) west that lies on the west side of the main line right-of-way of the Southern Railroad, commonly known as 3-B, said portion of said forty (40) containing twenty (20) acres more or less. Situated in Shelby County, Alabama.
- 2) See attached addendum:

Inst # 1996-15117

05/08/1996-15117  
01:15 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 53.50

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, \_\_\_\_\_ have hereunto set \_\_\_\_\_ hand(s) and seal(s), this \_\_\_\_\_

day of 5-8, 19 96.

WITNESS:

Ruby (Seal)  
Grace (Seal)  
Henry (Seal)

Buyers  
Paul Lutz (Seal)  
Joyce Lutz (Seal)  
Pearl Omadee Bailey (Seal)

STATE OF ALABAMA

Shelby

COUNTY }

I, Helan Martin, a Notary Public in and for said County, in said State, hereby certify that Paul Lutz and Joyce Lutz whose names W.C.C. 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 have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of May, A.D. 19 96.

SEE REVERSE SIDE FOR ADDITIONAL ACKNOWLEDGEMENT.

MY COMMISSION EXPIRES  
FEBRUARY 13, 1998.

Inst # 1996-15117

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Pearl Omadee Bailey, a single woman, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 8th day of May, 1996.

  
Notary Public

My commission expires: 10-16-96

RETURN TO

PAUL or JOYCE LUTZ  
150 Hwy 277  
Helena, AL. 35080

TO

Pearl Omadee Bailey  
2306 Spicewood Dr.  
San Antonio, TX. 78213

**WARRANTY DEED**  
JOINTLY FOR LIFE WITH REMAINDER  
TO SURVIVOR

THIS FORM FROM  
Professional Title Services, Inc.  
Birmingham, Alabama

The State of Alabama,

SHELBY

County

This sale made 7th day of May

1996

by and between Pearl Onadee Bailey, party of the first part

and Paul or Joyce Lutz

WITNESSETH, That the party of the first part does hereby sell unto the party of the second part: All that part of the southwest quarters (SW 1/4) of section twenty three (23), township twenty (20) Range four (4) west that lies on the west side of the Main Line right-of-way of the Southern Railroad, commonly known as 3-B.

for occupation by them as Purchasers and not otherwise, for and during the term of 15 years to-wit: from the 7th day of June 2011 to the 7th day of June 2011

In Consideration Whereof, The party of the second part agrees to pay to the party of the first part the sum of Forty Thousand (\$40,000.00) DOLLARS

of which sum \$15,000 is paid in cash, the receipt of which is hereby acknowledged, the balance \$25,000

is divided into 180 payments of \$253.57, which includes interest at nine percent (9%) per annum, simple interest

each evidenced by notes bearing legal interest, payable at the office of Seller on the 7th day of each month, during said term, in advance, being at the rate of \$3042.84 per annum. And should the

party of the second part fail to pay the payments they become due, as aforesaid, or violate any other condition of this contract the said party of the first part shall then have the right, at their option, to re-enter the premises and annul this contract. And in order to entitle the party of the first part to re-enter, it shall not be necessary to give notice of the payments being due and unpaid, or to make any demand for the same, the execution of this contract signed by the said parties of the first and second part, which execution is hereby acknowledged, being sufficient notice of the payments being due and the demand for the same, and shall be so construed, any law, usage or custom to the contrary notwithstanding. And the party of the second part agrees to comply with all the laws in regard to nuisance, in so far as premises hereby sold are concerned, and by no act render the party of the first part liable therefor, and to commit no waste of property, or allow the same to be done, but to take good care of the same; nor to underlet said property nor transfer this contract without the written consent of the party of the first part, hereon endorsed; and further, this contract being terminated, to surrender quiet and peaceable possession of said premises in like good order as at the commencement of said term, natural wear and tear excepted.

In the event of the employment of an attorney by the party of the first part, on account of the violation of the conditions of this contract by the party of the second part, the party of the second part hereby agrees that \$75 shall be taxed with said attorney's fee. And as a part of the consideration of this contract, and for the purpose of securing the party of the first part prompt payment of said payments as herein stipulated, or any damage that party of the first part may suffer either by failure to surrender quiet and peaceable possession of said premises, as aforesaid, or for any damage whatever, may be awarded said party of the first part under this contract, the said party of the second part hereby waives all right which they may have under the Constitution and Laws of the State of Alabama, to have any of the personal property of the party of the second part exempted from levy and sale, or other legal process.

The party of the second part agrees to pay all taxes on the above described property during said term as the same becomes due; and also agrees to pay all assessments for street and sidewalk improvements, should any be made against said property.

It is understood and agreed that at the end of said term if the party of the second part has complied with each and all conditions of this contract then the party of the first part agrees that the sum paid under this contract shall be considered a payment for said property, and the party of the first part shall make and execute a deed thereby conveying said property to the party of the second part.

It is further understood and agreed that if the party of the second part fails to pay the monthly payments it becomes due; and becomes as much as two months in arrears during the first year of the existence of this contract, or as much as three months in arrears on such payments at any time thereafter, or should fail to pay the taxes on the said property when the same becomes due, or should fail to comply with any condition or requirement herein, then on the happening of any such event by the party of the second part forfeits his right to a conveyance of said property, and all money paid by the party of the second part under this contract shall be taken and held as payment for said property, and the party of the second part shall be liable to the party of the first part as a tenant for the full term of said contract, and the provisions herein "that the payments under this contract shall be considered a payment for said property, and the party of the first part shall make and execute a deed with a warranty of title conveying said property to the party of the second part," shall be a nullity and of no force or effect; and the failure of the party of the second part to comply with any of the conditions of this instrument shall ipso facto render the said provision a nullity, and make the said party of the second part a lessee under this instrument, without any rights whatever except the rights of lessee without any notice or action whatever upon the part of the party of the first part.

It is further understood and agreed that if the party of the second part should at any time before the maturity thereof desire to pay off the remaining monthly payments, as named herein they shall have the right to do so

And, payments shall continue until balance of this contract is finished to

Pearl Onadee Bailey at 2306 Bridewood Dr., San Antonio, Tx. 78213

or her heirs: Wesley S. Bailey (same address) or Randy W. Bailey, P. O. Box 112, Nogai, New Mexico 88341

IN TESTIMONY WHEREOF We have set our hands and seals in duplicate this 8 day of May 1996

Helen Martin

MY COMMISSION EXPIRES  
FEBRUARY 13, 1998.

Paul Lutz  
Joyce Lutz

(L. S.)

(L. S.)

1117  
1996/05/19 06:11 PM  
SHELBY COUNTY CLERK OF PROBATE  
003 MO