

Send Tax Notice To:

Joel B. Bodiford and wife,
Lisa C. Bodiford
106 Cedar Bend Drive
Helena, Alabama 35080

This instrument was prepared by:

Lindsey J. Allison
Allison, May, Alvis, Fuhrmeister & Kimbrough, L.L.C.
P. O. Box 380275
Birmingham, AL 35238

Inst # 1998-05262

Warranty Deed, Jointly For Life With Remainder To Survivor

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF SHELBY)

THAT IN CONSIDERATION OF One Hundred Thousand Dollars and 00/100 (\$100,000.00) to the undersigned Grantors in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, **Larry W. Hyche and wife, Donna J. Hyche**, (herein referred to as Grantors, whether one or more) do grant, bargain, sell and convey unto **Joel B. Bodiford and wife, Lisa C. Bodiford**, (herein referred to as Grantees, whether one or more) as joint tenants, with right of survivorship, the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

Lot 13, Block 1, according to the survey of Cedar Bend, Phase I, as recorded in Map Book 17, Page 139, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to:

1. Taxes due and payable October 1, 1998.
2. Building restriction line(s) shown on recorded map(s).
3. Notes as set out in Map Book 17, Page 139.
4. Restrictions appearing of record under Instrument Number 1994-25594 and on recorded map.
5. Right-of-Way granted Alabama Power Company recorded in Deed Book 109, Page 582; Deed Book 174, Page 306 and Deed Book 226, Page 533.
6. Agreement with Alabama Power Company relating to electrical facilities as recorded under Instrument Number 1994-1181.
7. All other existing easements, restrictions, set-back lines, rights of ways, limitations, if any, of record.

NOTE: \$99550.00 of the above recited consideration was paid from the proceeds of a mortgage loan executed simultaneously herewith.

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

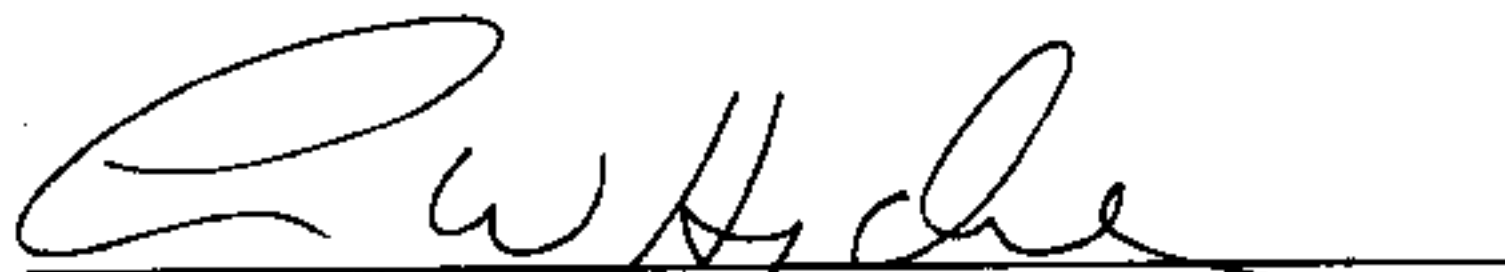
-1-

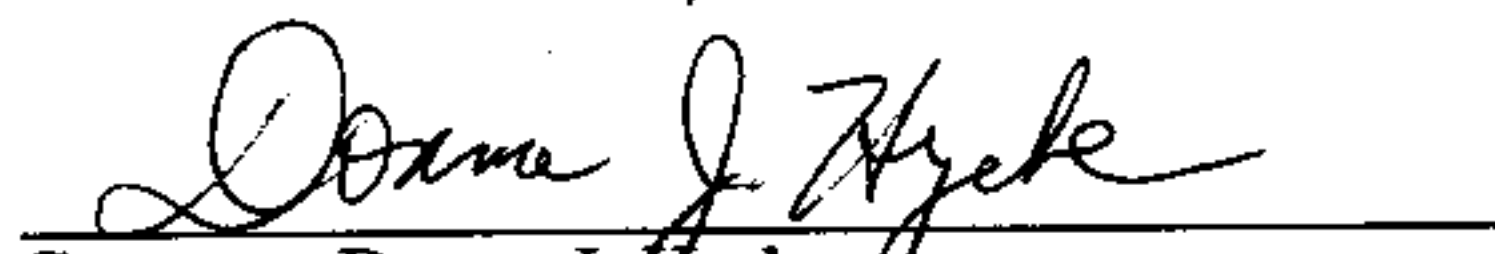
02/18/1998-05262
09:04 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 12.50

joint tenancy hereby created is severed or terminated during the 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 do for myself and for my 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 noted above; that we have a good right to sell and convey the same as aforesaid; that I will and my 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 (I) have hereunto set our hand(s) and seal, this 16th day of February, 1998.


Grantor - Larry W. Hyche



Grantor - Donna J. Hyche

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Larry W. Hyche and wife, Donna J. Hyche, 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 the 16th day of February, 1998.


Notary Public
My commission expires: 3-1-99

Inst # 1998-05262

02/18/1998-05262
09:04 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 12.50