



20020703000311750 Pg 1/2 72.00  
Shelby Cnty Judge of Probate,AL  
07/03/2002 13:42:00 FILED/CERTIFIED

**This Instrument Prepared By:**  
**Ritchey & Ritchey, P. A.**  
**1910 28th Avenue South**  
**Birmingham, AL 35209**  
**Birmingham, Alabama 35209**

**Send Tax Notice to:**  
**James N. Lombard**  
**Martha M. Lombard**  
**5364 Pineywood Road**  
**Birmingham, AL 35242**

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA                   )  
  )  
SHELBY COUNTY                     )      KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Two Hundred Ninety Thousand and No/100 (290,000.00) Dollar, and other good and valuable considerations to the undersigned, **JOYCE W. PHARO, individually, and WILLIAM EDWARD GLASS AND ALBERT E. RITCHEY, in their capacity as Personal Representatives of the Estate of John Tony Pharo**, Probate Case #41-283, (GRANTORS) in hand paid by **JAMES N. LOMBARD**, an unmarried man and **MARTHA M. LOMBARD**, an unmarried woman (GRANTEES), the receipt whereof is hereby acknowledged, GRANTORS do hereby grant, bargain, sell and convey unto 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:

**Lot 3, in a Resurvey of G. S. Cross Estate, according to a map of said subdivision, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 5, Page 28, said lot being the same as Lot 3, in Gordon Cross Estates, in Map Book 5, Page 15.**

Subject to:

1. Taxes due in the year of 2002, a lien, but not yet payable.
2. A 35 foot building set back line and a 10 foot easement along the side and rear of subject property as shown by record plat.
3. Coal, oil, gas and mineral and mining rights and all rights incident thereto including release of damage are not insured herein.

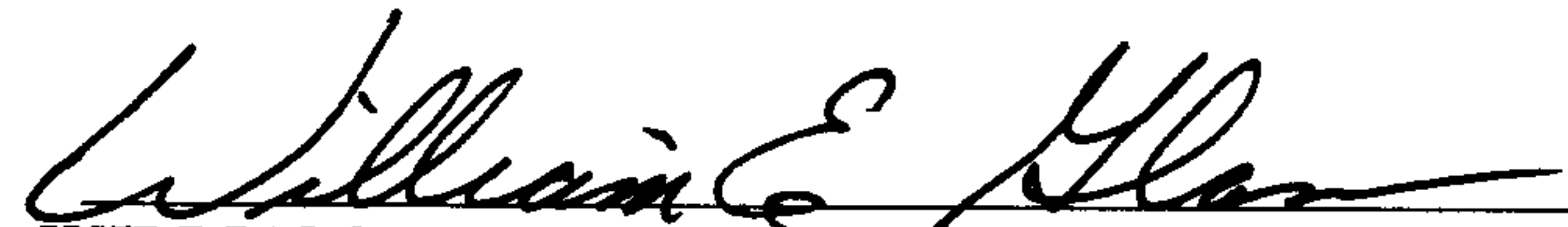
**(\$232,000.00 OF THE CONSIDERATION SET OUT ABOVE IS EVIDENCED BY A MORTGAGE FILED SIMULTANEOUSLY HEREWITH.)**


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 said GRANTORS do for themselves, their heirs, executors, administrators, successors and assigns, covenant with the said GRANTEES, their heirs, executors, administrators and assigns, that they are lawfully seized in fee simple of said premises; that they have a good right to sell and convey the same as aforesaid, and that they are, and they heirs, executors, administrators, successors and assigns shall, warrant and defend the same to the said Grantees, their heirs, executors, administrators and assigns forever, against the lawful claims of all persons.

The Grantors have executed this deed at Birmingham, Alabama, on this the 28th day of June, 2002.

  
JOYCE W. PHARO

  
WILLIAM EDWARD GLASS, as Personal  
Representatives of the Executor of John Tony Pharo,  
Deceased


  
ALBERT E. RITCHEY, as Personal Representatives  
of the Estate of John Tony Pharo, Deceased

STATE OF ALABAMA                    )  
  )  
JEFFERSON COUNTY                 )

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **JOYCE W. PHARO, individually, and WILLIAM EDWARD GLASS AND ALBERT E. RITCHEY, in their capacity as Personal Representatives of the Estate of John Tony Pharo**, Probate Case #41-283, 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 the 28th day of June, 2002.

  
Notary Public  
My Commission Expires: 12/2/102