# WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

This instrument was prepared by:
B. CHRISTOPHER BATTLES
3150 HIGHWAY 52 WEST
PELHAM, AL. 35124

Send tax notice to: Teresa L. Banks and Justin M. Banks 2040 King Charles Place Alabaster, Alabama 35007

#### STATE OF ALABAMA COUNTY OF SHELBY

Know All Men by These Presents: That in consideration of One hundred thirty one thousand nine hundred and no/100 (\$131,900.00) to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt where is acknowledged, I or we, Kaisha W. Lyles and Daniel A. Lyles, II, wife and husband (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto Teresa L. Banks and Justin M. Banks (herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

## See Exhibit "A" Legal Description attached hereto and made a part hereof.

Subject to mineral and mining rights if not owned by Grantor.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any of record.

\$131,900.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

To Have and to Hold to the said grantee, 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 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 said grantee, his, her or 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 stated 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 grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this 1<sup>st</sup> day of November, 2005.

Kaisha W. Lyles

1/2/01/1/

Daniel A. Lyles, 11

### STATE OF ALABAMA COUNTY OF SHELBY

I, B. Christopher Battles, a Notary Public in and for said County, in said State, hereby certify that **Kaisha W. Lyles and Daniel A. Lyles, II, wife and husband**, 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 this conveyance, they executed the same voluntarily on the day the same bears date.

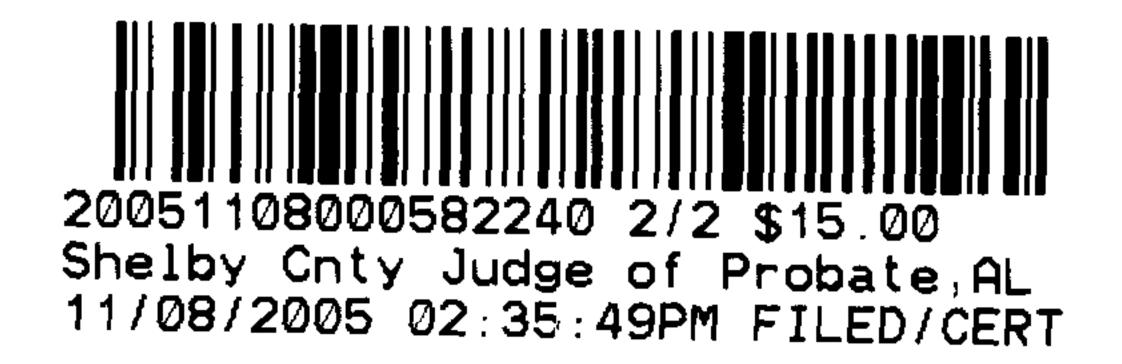
Given under my hand and official seal this 1st day of November, 2005.

Notary Public My Commission Expires 02-25-09

B. CHRISTOPHER BATTLES

Notary Public - Alabama, State At Large

My Commission Expires 2 / 25 / 2009



# EXHIBIT "A" LEGAL DESCRIPTION

Lot 8, according to the Survey of Spring Gate Sector One, as recorded in Map Book 18, page 31, in the Probate Office of Shelby County, Alabama.

#### ALSO the following:

Commence at the SE corner of Lot 8 Spring Gate Sector 1, as Re-recorded in Map Book 18, page 31, in the Probate Office of Shelby County, Alabama, said point being the point of beginning; thence North 38°00'45" East and along the East line of said Lot 8 a distance of 84.56 feet; thence South 76°19'45" East a distance of 156.93 feet; thence South 81°09'12" West a distance of 201.04 feet to the point of beginning.

Situated In Shelby County, Alabama.