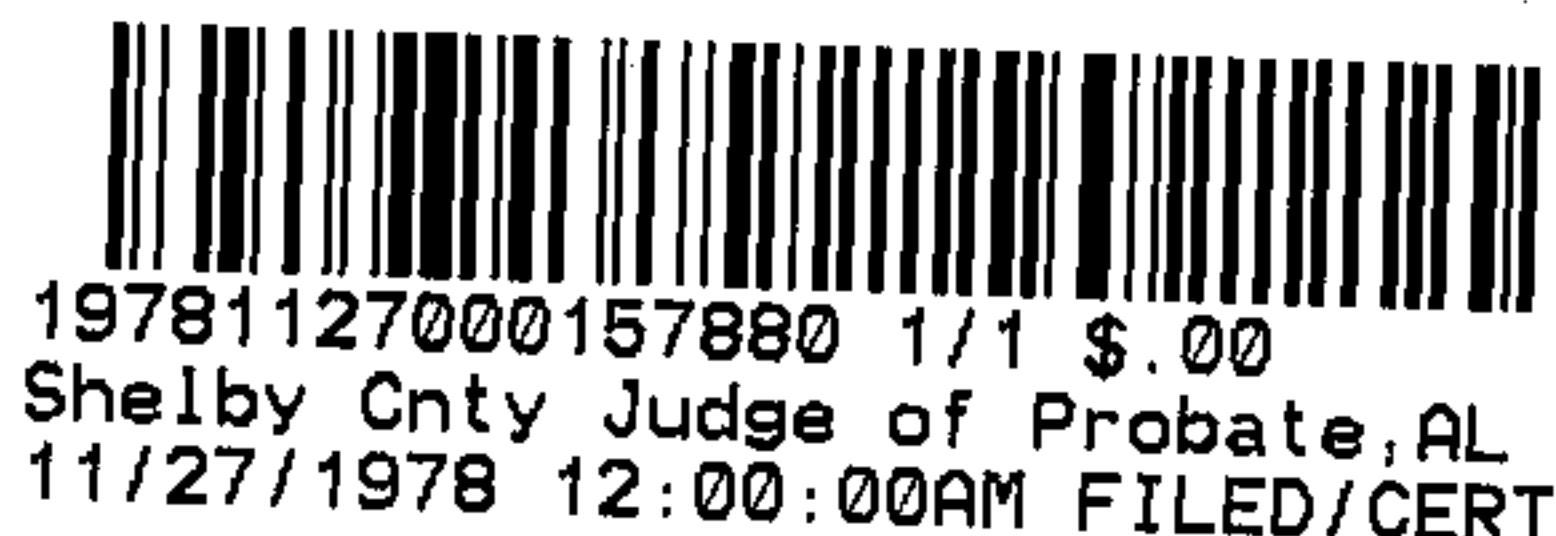


This instrument was prepared by

988

(Name) W.J. Wynn

(Address) 621 City Federal Bldg., Bham, Al. 35203



Form 1-1-5 Rev. 1-66

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

STATE OF ALABAMA

Jefferson COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Fifty Eight Thousand Nine Hundred & no/100 -----DOLLARS

(46,110.00 in form of mortgage assumed)

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

James Michael Shackelford, an unmarried man and Carol L. Shackelford

a/k/a Carol Minor, an unmarried woman.

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

James M. Milam & wife, Wanda L. Milam

(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:

Lot 38, according to the survey of Part South, Second Sector, as recorded in Map Book 6, page 37, in the Probate Office of Shelby County, Alabama.

Subject to:

1. Ad Valorem taxes due and payable October 1, 1979.
2. Easements, building line, restrictions and right of way of record.
3. Mineral and mining rights of record.
4. Mortgage to Engel Mortgage Company as recorded in Volume 365, page 676, in the Probate Office of Shelby County, Alabama, which grantees assume and agree to pay.

"Grantees herein, as part of the purchase price and consideration for this deed, assume and agree to pay the indebtedness evidenced by that certain mortgage made by James Michael Shackelford & Carol L. Shackelford to Engel Mortgage Company, which mortgage is recorded in the Office of the Judge of the Probate Court of Shelby County, Alabama, in mortgage record volume 365, page 676. And for the same consideration Grantees herein hereby assume the obligations of James Michael Shackelford under the terms of the instruments and VA Regulations authorizing, creating, and securing the loan to indemnify the VA to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned."

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 17 day of November, 1978.

WITNESS:

STATE OF ALA. SHELBY CO.

I CERTIFY THIS

INSTRUMENT WAS (Seal)

1978 NOV 27 AM 8:17 (Seal)

JUDGE OF PROBATE

James Michael Shackelford (Seal)

James Michael Shackelford (Seal)

Carol L. Shackelford (Seal)

Carol L. Shackelford (Seal)

STATE OF ALABAMA

Jefferson COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James Michael Shackelford, Carol Minor a/k/a Carol L. Shackelford 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 the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17 day of November, A. D., 1978.

William J. Wynn

William J. Wynn Notary Public.