

STATE OF ALABAMA

SHELBY

COUNTY

Know All Men By These Presents,

That in consideration of One Thousand Dollars (\$1,000.00) and assumption ~~DOLLARS~~
by grantees of mortgage to Federal Housing Commissioner,

to the undersigned grantors Jesse M. Higginbotham and wife, Emma Dell B. Higginbotham
in hand paid by Jack D. Armstrong and wife, French Ell Armstrong

the receipt whereof is acknowledged the said Jesse M. Higginbotham and wife,
Emma Dell B. Higginbotham

do grant, bargain, sell and convey unto the said Jack D. Armstrong and wife,
French Ell Armstrong

as joint tenants, with right of survivorship, the following described real estate, situated in

Shelby

County, Alabama, to-wit:

Lot No. 6 in Block No. 1 of Columbiana Homes, Inc., Subdivision, as the same ap-
pears of record in the Probate Office of Shelby County, Alabama, in Map Book 3,
at page 82, SUBJECT to the restrictions and covenants heretofore made by
Columbiana Homes, Inc., in the use of said lands, which restrictions and covenants
are recorded in Deed Book 143, on Page 258, in the Probate Office of Shelby County,
Alabama.

TO HAVE AND TO HOLD Unto the said Jack D. Armstrong and wife, French Ell
Armstrong
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 in-
terest in fee simple shall pass to the surviving grantee, and if one grantee does not survive the other,
then the heirs and assigns of the grantees herein shall take as tenants in common.

And we do, for ourselves and for our heirs, executors and administrators, covenant
with the said grantees, their heirs and assigns, that we are lawfully seized in fee simple of said
premises; that they are free from all encumbrances;

that we have a good right to sell and convey the same as aforesaid; that we will, and 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 hands and seal, s
this 12 day of September, 1959.

WITNESSES:

Jesse M. Higginbotham (Seal.)
Jesse M. Higginbotham
Emma Dell B. Higginbotham (Seal.)
Emma Dell B. Higginbotham

STATE OF ALABAMA

SHELBY

COUNTY

I, *Handy Ellis*, State at Large for Alabama
hereby certify that Jesse M. Higginbotham and wife, Emma Dell B. Higginbotham
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 12th day of September 19 59

Handy Ellis As Notary Public
State at Large for Alabama

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within
was filed for record the 24 day of Oct 19 59 at 2 o'clock M. and
recorded in *Deed* Record *25* at page *412* and the Mortgage Tax
Deed Tax *5.00* has been paid.

Conrad M. Fowler

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