

This instrument was prepared by

(Name) J. Fred Powell, Attorney at Law
(Address) 1130 Bank for Savings Building, Birmingham, Alabama

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 }
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS.

That in consideration of the execution of a purchase money mortgage in the sum ~~XXXXXX~~ of \$8,313.78 and the assumption of the hereinafter described mortgage to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Robert M. Cayard and wife Donna L. Cayard
(herein referred to as grantors) do grant, bargain, sell and convey unto

James Clinton Moore and wife Ruth C. Moore
(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 6 in Block 4 SECOND SECTOR OF INDIAN HILLS, as recorded in Map Book 4 on page 91 in Probate Office of Shelby County, Alabama.

SUBJECT TO: Taxes for the year 1968, a lien but not yet due and payable; transmission line permit to Alabama Power Co. recorded Deed Book 179, page 380, and permits to Alabama Power Co. & Southern Bell Telephone & Telegraph Co. recorded Deed Book 232, page 227 and Deed Book 232, page 264, Probate Office aforesaid; agreement to water between Davies, Bonner and Davis and Indian Hills Water Company recorded Deed Book 229, page 109, and Agreement between Davies, Bonner and Davis and Robert Nichols and Indian Hills Water Company, Inc., Deed Book 229, page 112, said Probate Office; 40 foot building set back line as shown on recorded map of subdivision; 20 foot utility easement as shown on recorded map of subdivision; restrictive covenants dated July 27, 1964 recorded Deed Book 231, page 543, said Probate Office.

As further consideration for this conveyance, grantees herein assume and agree to pay that certain mortgage from the grantors herein to City Federal Savings & Loan Assn, dated March 26, 1965, recorded in Mortgage Book 292, page 884, aforesaid Probate Office.

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 20th day of September, 1968.

WITNESSES
(Seal)
(Seal)
(Seal)

Robert M. Cayard (Seal)
Robert M. Cayard

Donna L. Cayard (Seal)
Donna L. Cayard

NEW YORK
STATE OF ~~NEW YORK~~
Westchester COUNTY }

General Acknowledgment

Kathryn V. Crean, a Notary Public in and for said County, in said State, hereby certify that Robert M. Cayard and wife Donna L. Cayard 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 20th day of September, A. D., 1968.

Kathryn V. Crean
Notary Public, State of New York
No. 5834316 Notary Public.
Qualified in Westchester County
Term Expires March 30, 1970