

(Name) John N. Ferree, Jr., - Attorney at Law

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(Address) P. O. Box 1007, Alabaster, Alabama 35007

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Shelby Cnty Judge of Probate, AL
01/26/1976 12:00:00AM FILED/CERT

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR - AMERICAN TITLE INS. CO., Birmingham, Alabama

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, *mtg 325-592*

That in consideration of Twenty-three thousand six hundred and no/100ths----- DOLLARS

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

Francis T. Babb and wife, Dorothy M. Babb
(herein referred to as grantors) do grant, bargain, sell and convey unto

Jimmy Yarbrough and wife, Brenda Yarbrough
(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:

Lots 7 and 8, in Block 8, according to survey and Map made by H. W. Cannon, a registered surveyor and filed in the Probate Office of Shelby County, Alabama on May 10, 1955, and recorded in Map Book 3, page 156 in said Probate Office, which said map is entitled "Alabaster Gardens" being a subdivision of part of S½ of SW¼ of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama.

Subject to easements and restrictions of record.

"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 Francis T. and Dorothy M. Babb to Engel Mortgage Company, Inc. which mortgage is recorded in the Office of the Judge of the Probate Court of Shelby County, Alabama. And for the same consideration Grantees herein hereby assume the obligations of Francis T. and Dorothy M. Babb, 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 ~~X~~(we) do for ~~XXXX~~(ourselves) and for ~~XX~~(our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that ~~XXX~~(we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that ~~X~~(we) have a good right to sell and convey the same as aforesaid; that ~~X~~(we) will and ~~XX~~(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 23rd day of January, 1976

WITNESS:

(Seal)

(Seal)

(Seal)

Francis T Babb
Francis T. Babb (Seal)

Dorothy M. Babb
Dorothy M. Babb (Seal)

General Acknowledgment

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Francis T. Babb and wife, Dorothy M. Babb 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 23rd day of January, A. D., 1976

Notary Public.

My Commission expires 12/16/79.