

Daniel M. Spitler, Attorney  
1970 Chandalar South Office Park  
Pelham, Alabama 35124

3911

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR ALABAMA TITLE CO., INC.

State of Alabama

SHELBY COUNTY

Know All Men By These Presents,

That in consideration of Three Thousand Six Hundred Twelve and 90/100-----DOLLARS

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

Darwin David Higdon and wife, Gayle E. Higdon

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

Aaron T. Taylor, Jr. and wife, Anna Belle Taylor

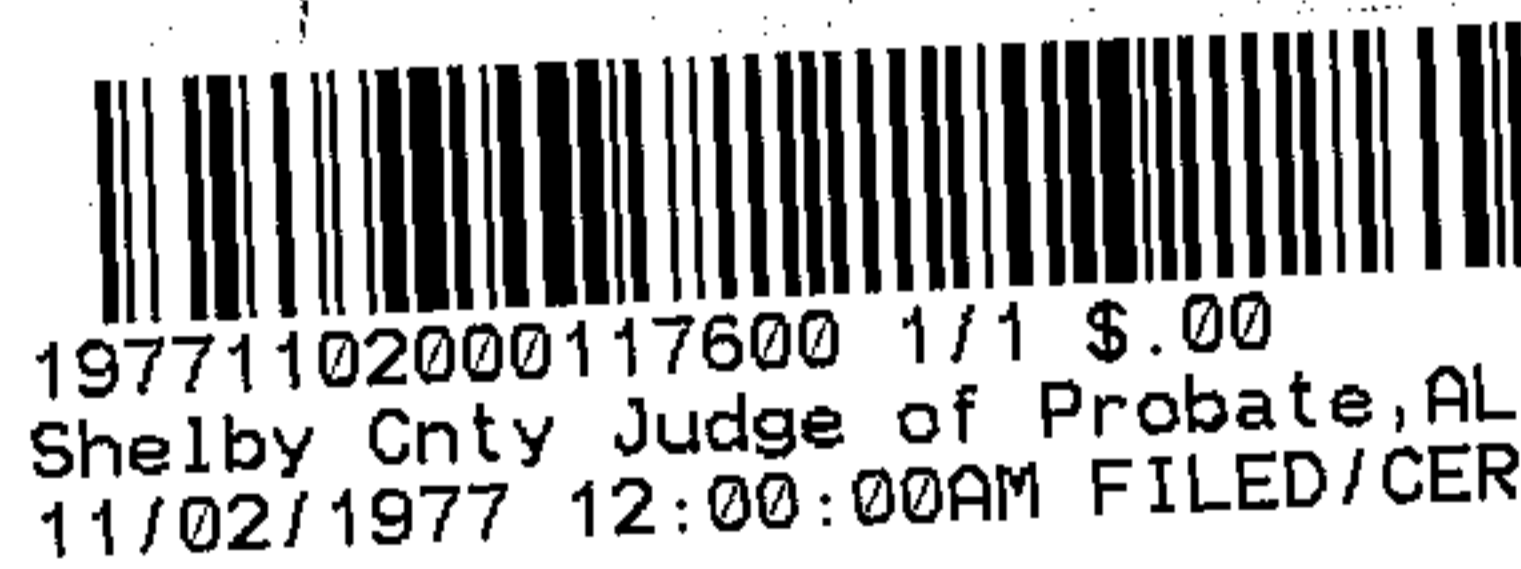
(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama to-wit:

Lot 11, according to the Survey of Monte Bello, as recorded in Map Book 6, Page 23, in the Office of the Judge of Probate of 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 Darwin David Higdon and wife, Gayle E. Higdon, to Molton, Allen & Williams, Inc., which mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Mortgage Book 365, Page 274. And for the same consideration grantees herein hereby assume the obligations of Darwin David Higdon and wife, Gayle E. Higdon, 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.

BOOK 308 PAGE 713



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:

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 and seal, this 1st day of November, 1977

WITNESS:

STATE OF ALA. SHELBY CO.

I CERTIFY THIS INSTRUMENT WAS FILED

1977 NOV -2 AM 10:30 ALABAMA

Accepted 4.00  
1.50  
1.00  
6.50

Darwin David Higdon  
Darwin David Higdon

Gayle E. Higdon  
Gayle E. Higdon

General Acknowledgement

SHELBY COUNTY JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Darwin David Higdon and wife, Gayle E. Higdon 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 1st day of November A. D., 1977.

[Signature]  
Notary Public