

This instrument was prepared by

(Name) Wallace, Ellis, Head & Fowler, Attorneys

(Address) Columbiana, Alabama 35051

Form 1-1-5 Rev. 1-68

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 THIRTY THOUSAND & NO/100 (\$30,000.00) DOLLARS of which \$5,000 has been paid in cash and the balance secured by Purchase Money Mortgage to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Jesse M. Higginbotham, Jr. and wife, Emma Dell Bristow Higginbotham (herein referred to as grantors) do grant, bargain, sell and convey unto Aubrey Joseph Dill and wife, Jeanette P. Dill (301 West College Street, Columbiana, Ala.) (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:

Commence at a point on the South right of way line of the Columbiana-Saginaw paved road where that same intersects the East line of NE 1/4 of NW 1/4 of Section 26, Township 21, Range 1 West and run thence South 89 degrees West and along the South right of way line of said highway, 282 feet to the point of beginning of the lot herein conveyed; thence continue in a Westerly direction along said highway right of way 210 feet to a point; thence turn left forming an interior angle of 98 degrees and run Southerly 192 feet to a point; thence turn to the left forming an interior angle of 84 degrees and run in an Easterly direction 210 feet to a point; thence turn left, forming an interior angle of 96 degrees and run in a Northerly direction 197 feet to the point of beginning. Less right of way for State Highway 25.

The grantors and the grantees agree that the dwelling house which is situated on the above described property is sold "as is" and that the grantors are not and will not be responsible for any defects in said house which may now exist or which may hereafter develop.

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 13th day of September, 1984.

WITNESS:

Deed TAX \$5.00
Rec 2.50
Jud 1.00
8.50 1984 SEP 17 PM 2:19

Jesse M. Higginbotham, Jr. (Seal)
Emma Dell Bristow Higginbotham (Seal)

STATE OF ALABAMA
SHELBY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jesse M. Higginbotham, Jr. and wife, Emma Dell Bristow 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 13th day of September, A. D., 1984.

[Signature] Notary Public.

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