


THIS INSTRUMENT PREPARED BY:  
D. Barron Lakeman & Associates, LLC  
1904 Indian Lake Drive, Suite 100  
Birmingham, Alabama 35244  
STATE OF ALABAMA )

GRANTEE'S ADDRESS:  
Charles Richard Higdon  
313 Wixford Trace  
Alabaster, AL 35007

COUNTY OF SHELBY )

JOINT SURVIVORSHIP DEED

  
20110812000238650 1/1 \$29.50  
Shelby Cnty Judge of Probate, AL  
08/12/2011 11:37:09 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Hundred Sixty-Five Thousand and 00/100 (\$165,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, **Marilyn Gail McKinney Black and Keith Dwight McKinney as Trustees of The McKinney Family Irrevocable Trust** (hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, **Charles Richard Higdon and Gina Kay Higdon**, (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of Shelby, State of Alabama, to-wit:

LOT 324, ACCORDING TO THE SURVEY OF WEATHERLY WIXFORD MOOR - SECTOR 24, AS RECORDED IN MAP BOOK 20, PAGE 144, IN THE PROBATE OFFICE OF SHELBY COUNT, ALABAMA.

Subject to existing easements, current taxes, restrictions and covenants, set-back lines and rights of way, if any, of record.

\$148,500.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEES, 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 interest in fee simple shall pass to the surviving grantee, and, if one does not survive the other, then the heirs and assigns of the GRANTEES herein shall take as tenants in common, forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTOR are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTOR has hereunto set THEIR hand and seal this the 8th day of August, 2011.


The McKinney Family Irrevocable Trust  
*Marilyn Gail McKinney Black, Trustee*  
Marilyn Gail McKinney Black, Trustee  
*Keith Dwight McKinney, Trustee*  
Keith Dwight McKinney, Trustee

State of Alabama)  
County of Shelby)

I, the undersigned, a Notary Public, in and for said State, hereby certify that Marilyn Gail McKinney Black and Keith Dwight McKinney, whose names as trustees for the McKinney Family Irrevocable Trust, Trust Agreement dated 12/10/2010, 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, in their capacity as such trustees, executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND THIS THE 8<sup>th</sup> DAY OF AUGUST, 2011.

My Commission Expires: 3-3-12

  
\_\_\_\_\_  
Notary Public

DOUGLAS BARRON LAKEMAN  
COMMISSION EXPIRES 3/3/12

