Hardy J. D. & wife to John Dial. & Wm. M. Dial.

State of Alabama, } This Indenture, made the day of Novem-
Shelby County. } ber, in the year of Our Lord, one thousand eight hundred & Eighty two, between J. D. Hardy of the town of Calera, in the County of Shelby, State of Alabama, and Louisa C. Hardy, his wife, party of the first part and John Dial & Wm. M. Dial of the same place, parties of the second part, Witnesseth: that the said parties of the first part for and in consideration of the sum of One thousand dollars, lawful money of the United States to them in hand paid, by the said parties of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged and the said parties of the second part their heirs executors, and administrators, forever released and discharged from the same, by these presents, have granted, bargained, sold, aliened, remised, released conveyed and confirmed, and by these presents, do grant, bargain, sell, alien, remise, release, convey and confirm, unto the said parties of the second part, and to their heirs and assigns, forever, all that certain parcel, of land situated in what was formerly known as the Shelby Lime Company's Orchard, in the town of Calera County and State aforesaid, said lot having a frontage of Seventy five (75) feet on Patton Avenue, and two hundred (200) feet deep, according to Davis allotment of the said town of Calera, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion & reversions, remainder & remainders, rents issues and profits thereof: and also all the estate, right title and interest dower and right of dower, property, possession claim and demand, whatsoever,

as well in law as in equity, of the said parties of the first part, of, in, and to the same, and every part and parcel thereof, with the appurtenances thereof. To have and to hold the above granted, bargained and described premises, with the appurtenances, unto the said parties of the second part, their heirs and assigns, to their and their own proper use, benefit and behoof, for ever. And the said J. D. Hardy, for himself, his heirs, executors and administrators, doth covenant, grant and agree to and with the said parties of the second part, their heirs and assigns, that the said J. D. Hardy, at the time of the sealing and delivery of these presents, was lawfully seized in his own right of a good, absolute, and indefeasible estate of inheritance, in fee simple of and in all and singular the above granted and described premises, with the appurtenances, and has good right, full power, and lawful authority, to grant, bargain, sell and convey the same, in manner aforesaid: and that the said parties of the second part, their heirs and assigns shall and may, at all times hereafter, peaceably and quietly have, hold, use, occupy and possess, and enjoy the above granted, premises, and every part and parcel thereof, with the appurtenances without any let, suit, trouble, molestation, eviction or disturbance, of the said parties of first part, their heirs or assigns, or of any other person, or persons lawfully claiming or to claim the same; and that the same now are free, clear, discharged and unincumbered of and from all former, and other grants, titles, charges estates, judgments, taxes, assessments, and encumbrances, of what nature or kind soever: and also that the said parties of the first part, & their heirs, and all and every person or persons, whomsoever, lawfully or equitably deriving any estate, right, title, or interest, of, in, or to the herein before granted premises, by from, under, or in trust for them or either of them shall and will at any time or times hereafter, upon the reasonable request, and at the proper costs and charges, in the law, of the said parties of the second part, their heirs and assigns, make, do, and execute, or cause to be made, done or executed, all

and every such further, and other lawful, and reasonable, Acts, Conveyances, and Assurances in the law for the better and more effectually, vesting and confirming the premises hereby granted, or so intended to be, in and to the said parties of the second part their heirs and assigns forever, as by the said parties of the second part, their heirs, or assigns, their or their Counsel, learned in the law shall be reasonably advised, or required. And the said J. D. Hardy, his heirs, the above described, and hereby granted and released premises, and every part and parcel thereof, with the appurtenances unto the said parties of the second part, their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person, and persons, whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend, In witness the said parties of the first part, have hereunto set their hands, & seals, the day and year first above written.

J. D. Hardy. [L.S.]

Louisa A. Hardy. [L.S.]

State of Alabama } I, H. L. Oliver, Notary Public, ex-off
Shelby County } Justice of the Peace, in & for the county and State aforesaid hereby certify that J. D. Hardy, and Loisa Hardy, his wife 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 this 7th day of November 1882.

H. L. Oliver, N.P. ex-off J.P.

State of Alabama } I, H. L. Oliver N.P. ex-off J.P in & for
Shelby County } the County & State aforesaid do hereby certify that on the 7th day of November 1882, came before me the within named, Louisa A. Hardy, known or made known to me to be the wife of the within named J. D. Hardy, who being by me examined separate and apart from her husband touching her signature to the within warranty deed, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on part of her husband. In witness whereof I, hereunto set my hand this 7th day of November 1882 H. L. Oliver, N.P. ex-off J.P.

Filed Dec. 4th 1882 & recorded March. 5th 1883. J. T. Lee Jr. Judge Probate.