WARRANTY DEED. 54588 MARSHALL & BRUCE CO., NASHVILLE

THE STATE OF ALABAMA, SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of Fifteen Hundred and No/100 DOLLARS, and other good and valuable considerations to the undersigned Grantor James O'Donnell, an unmarried man in hand paid by J.T. Gaines the receipt whereof is hereby acknowledged, I the said James O'Donnell do grant, bargain, sell and convey unto the said J.T. Gaines the following described Real Estate, to-wit:

The west half of the NW¼ Section 1 and the east half of the NE¼ of Section 2, all in Township 22 south Range 3 west, but it is understood that the conveyance of warranty herein do not extend to that portion of the SW corner of said above described tract of land, consisting of about 2 acres, which lies south of the Columbiana and Tuscaloosa Road, nor to such portion as may be covered and occupied by said road, It is further understood and a condition of this conveyance that the private road leading from said Columbiana and Tuscaloosa Road to the residence of J. A. Cunningham, along the east side of the land hereby conveyed is reserved and excepted from the lands hereby conveyed and the land upon which said private road is located and over which the same runs is not conveyed by this deed so long as the same is used as a road, but if said road should at any time be changed or moved to another place or should for any cause be abandoned or ceased to be used or traveled for a road, then in such event the land conveyed by said road shall at once become a part of the tract hereby conveyed as if no such reservation or exception had been herein made, situated in Shelby County, Alabama. This conveyance is warranted subject to a first mortgage together with interest in the sum of $6117.27. Said mortgage executed by Bob Bell on May 2, 1927, to the First Joint Stock Land Bank of Montgomery, Montgomery, Ala. The said J.T. Gaines assumes and agrees to pay said mortgage as per its terms.

situated in Shelby County, Alabama.

TO HAVE AND TO HOLD to the said J.T.Gaines, his heirs and assigns, forever. And I do for myself and for my heirs, executors and administrators, covenant with said J.T. Gaines, his heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, and that I have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators shall warrant and defend the same to the said J.T.Gaines, his, heirs, executors and assigns, forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this day of, 192

WITNESSES

W.O. Wood

James O'Donnell (L. S.)

(L. S.)

(L. S.)

(L. S.)

(L. S.)

THE STATE OF ALABAMA Shelby County.

I, W. O. Wood, a Notary Public in and for said County and State, hereby certify that James O'Donnell, an unmarried man whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, has executed the same voluntarily on the day the same bears date.

Given under my hand, this 20th day of November, 1928.

W. O. Wood
Notary Public

Seal

THE STATE OF ALABAMA County.

I, in and for said County and State, do hereby certify that on the day of, 192, came before me the within named known to me to be the wife of the within named who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of the husband.

In Witness Whereof, I hereunto set my hand, this day of, 192

I HEREBY CERTIFY, That the within Deed was received in this office for record Dec. 5th, 1928, at 9 o'clock A M., and recorded in Deed Record, Vol. 83, page 366, and $ 1.50 Privilege Tax paid, 192 and examined.

Record Fee, $

L.B.Riddle, Judge of Probate.