

THE STATE OF ALABAMA, )

Shelby County.....)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of One Dollar and other valuable considerations to the undersigned grantors, B. B. Mooney and wife, Elna Mae Mooney in hand paid by Cecil Duke the receipt whereof is hereby acknowledged we the said B. B. Mooney and wife, Elna Mae Mooney do GRANT, BARGAIN, SELL AND CONVEY unto the said Cecil Duke the following described real estate, to-wit:

A lot situated in the town of Columbiana, Alabama, and described as follows: Beginning at a point of intersection of the north line of Mildred Street with the west line of Catherine Street and run thence north along the west line of Catherine Street, a distance of 125 feet to the south line of the L. B. Riddle residence lot; run thence west and perpendicular to Catherine Street and along the south line of the L. B. Riddle residence lot a distance of 50 feet to the northeast corner of the lot now known as the Ellen N. Meroney Lot; run thence south along the east line of said Meroney lot a distance of 125 feet to the north line of Mildred Street and to a point which is 50 feet west of the point of beginning; run thence east along the north line of Mildred Street a distance of 50 feet to the point of beginning, and being a part of the South Half of Lot No. 53, according to W. J. Horsley's map of the town of Columbiana, Alabama, and which said portion or lot is designated as Lot No. 53-A, all situated in the town of Columbiana, Shelby County, Alabama.

It is further agreed and understood between the grantors and grantee herein that as a part of the consideration of this conveyance, the grantee agrees to assume and pay the balance due on the indebtedness secured by that certain mortgage executed by the grantors herein to L. C. Walker, and dated on June 25th, 1937 and being of record in Mortgage record 168 on page 335, in the Probate office of Shelby County, Alabama. The amount remaining due now under the terms of said mortgage being \$1231.30.

situated in Shelby County, Alabama.

TO HAVE AND TO HOLD to the said Cecil Duke, his heirs and assigns forever.

And we do for our heirs, executors and administrators covenant with the said Cecil Duke, his heirs and assigns that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, and that we have a good right to SELL AND CONVEY the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Cecil Duke, heirs executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 23 day of December, 1937.

B. B. Mooney (L.S)

Elna Mae Mooney (LIS)

The State of Alabama)

Shelby County.....)

I, Paul O. Luck, a Notary Public, in and for said County and State, hereby certify that B. B. Mooney and wife, Elna Mae Mooney 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.

STATE OF ALABAMA

GIVEN under my hand, this 23rd day of December, 1937.

I hereby certify that  
\$ 1.00 Privilege Tax  
has been paid on the within  
Instrument as required by  
law.

Paul O. Luck  
Notary Public, Shelby County,  
Alabama.

The State of Alabama)

Shelby County.....)

L. C. WALKER,

I, Paul O. Luck, a Notary Public in and for said County, and State, do hereby certify that on the 23rd day of December, 1937 came before me the within named Elna Mae Mooney known to me to be the wife of the within named B. B. Mooney 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 23rd day of December, 1937.

Paul O. Luck, Notary Public  
Shelby County, Alabama.