

\$6000.00

4908.18 Original mtg

\$1.50 federal stamp cancelled on this deed

THE STATE OF ALABAMA, SHELBY COUNTY

WARRANTY DEED

DEMENT PRINTING CO., MERIDIAN, MISS.

Know all Men by these Presents, That for and in consideration of --Six Thousand----- DOLLARS,
 to the undersigned Grantor S. C. R. Tinney and wife, Irene Tinney---
 in hand paid by N.M. Cole and G.R. Foshee,
 the receipt whereof is hereby acknowledged, we the said C.R. Tinney and Irene Tinney
 do grant, bargain, sell and convey unto the said N.M. Cole and G.R. Foshee,

the following described Real Estate, to-wit:
 A lot of land in the town of Columbiana described as follows: Beginning at the intersection of the south line of the street leading west from the Old Court House in said Town, with the east line of the right of way of the Louisville & Nashville Railroad, thence running east along the south line of said street 146 feet thence south 113 feet to the lot now owned by Alice Norris, thence west along the north line of said Norris lot 122 feet to the east line of said railroad thence northward along the east line of said railroad 143 feet to the point of beginning, and being a part of the lot formerly known as the Maggie Sterrett Lot. Also the following: gin and seed house and a four seventy saw-Continental gin-outfit-complete consisting of press, condenser, line shafts, pulleys and belts, and one engine and boiler, situated in Shelby County, Alabama.

It is understood and agreed that the grantees herein shall and do assume payment of that certain mortgage, and other indebtedness due from grantors to the Planters Chemical & Oil Company, on which there is a balance due of approximately \$4908.18, and the warranty herein contained is subject to and is qualified by this provision as to the assumption of the outstanding mortgage indebtedness against said property as herein recited.

situated in Shelby County, Alabama.

TO HAVE AND TO HOLD to the said N. M. Cole and C. R. Foshee, and our
 their heirs and assigns, forever. And we do for ourselves heirs, executors and administrators, covenant with said
 N. M. Cole and C. R. Foshee,
 their 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 N. M. Cole and C. R. Foshee.
 their heirs, executors and assigns, forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 23rd day of August, 1935, 19.

WITNESSES

C. R. Tinney

(L.S.)

Irene Tinney

(L.S.)

(L.S.)

(L.S.)

(L.S.)

THE STATE OF ALABAMA, Shelby COUNTY.

I, L. H. Ellis, a Notary Public in and for said County and State, hereby certify that C.R. Tinney and wife, Irene Tinney

whose name(s) 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 23rd day of August, 1935

L. H. Ellis, Notary Public

THE STATE OF ALABAMA, Shelby COUNTY.

I, L. H. Ellis, a Notary Public, in and for said County and State, do hereby certify that on the 23rd day of August, 1935, came before me the within named Irene Tinney known to me to be the wife of the within named C.R. Tinney

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 August, 1935

L. H. Ellis, Notary Public

I Hereby Certify, That the within Deed was received in this office for record February 17th, 1938, at 4 o'clock P.M., and recorded in Deed Record, Vol 94, page 600, and \$1.50 Privilege Tax paid, 19, and examined.

L. C. Walker,

Judge of Probate.