

WARRANTY DEED

THIS INDENTURE, made this 11th day of April, 1939, between J. Z. Wells and wife Zadie Wells, of the first part, and T. S. Hill of the second part.

WITNESSETH, that the party of the first part, in consideration of the sum of \$490.00 \$50.00 of which is paid in cash by the party of the second part, the receipt whereof hereby is acknowledged, and fifty dollars due and payable on the first day of April, 1940, fifty-four dollars due and payable on the thirtieth--day of November, 1940, \$108.00 due and payable on the thirtieth--day of November 1941, \$112.00 due and payable on the thirtieth--day of November 1942 and \$116.00 due and payable on the thirtieth--day of November 1943, all as evidenced by five promissory notes of even date and bearing interest at the rate of eight per cent per annum from maturity; provided, however, that should any of said notes be paid more than thirty days before maturity the said notes so paid may be discounted at the rate of four per cent per annum for the unexpired term on the principal of such notes, namely, \$50.00, \$54.00, \$100.00, \$100.00, and \$100.00, named in order of the due dates of said notes, doth hereby grant, bargain, sell and convey unto the said party of the second part the following described real estate, to-wit:

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Thirty-five (35), Township Twenty-one (21) South of Range three (3) West of the Huntsville Meridian, containing Forty (40) acres, more or less, lying and being in Shelby County, Alabama.

TO HAVE AND TO HOLD to the said T. S. Hill, his heirs, and assigns forever.

The party of the first part hereby reserves a vendor's lien on the real estate herein conveyed for the unpaid balance of the consideration thereof, with the further condition that should the party of the second part fail to pay either of said notes, on or before the due date thereof, then, in that event, the entire consideration as evidenced by all the unpaid notes shall become due and payable immediately upon such default, and should the party of the first part accept payment after due date of either of said notes it is understood and agreed that such act on the part of the party of the first part will not waive the necessity of the party of the second part paying promptly on due date any of the notes due in the future.

IN TESTIMONY WHEREOF, the party of the first part have signed and sealed these presents on the date above written.

Signed, sealed and delivered in the presence of: D. K. Searcy

J. Z. Wells (L. S.)
Zadie Wells (L. S.)

The State of Alabama
County of Marshall

I, D. K. Searcy, a Notary Public in and for said County and State, hereby certify that J. Z. Wells, and wife Zadie Wells, 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 and notarial seal this 11th day of April, 1939.

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that \$50 Privilege Tax has been paid on the within instrument as required by law.

#19577
STATE OF ALABAMA
SHELBY COUNTY
D. K. Searcy, Notary Public.
I hereby certify that \$75 Privilege Tax has been paid on the within instrument as required by law.

I, D. K. Searcy, a Notary Public in and for said County and State, do hereby certify that on the 11th day of April, 1939, also came before me, the within named Zadie Wells known to me to be the wife of the within named J. Z. Wells, who being by me examined separate and apart from the husband touching her signature to the within conveyance, acknowledged, that, being informed of the contents, she executed the same of her own free will and accord, and without fear, constraint or threats on the part of her husband.

In witness of all of which I hereunto set my hand and notarial seal this 11th day of April, 1939.

D. K. Searcy, Notary Public.

Filed for record in this office the 19th day of April, 1939 at 8 AM and recorded in Deed Record #106 on pp 77 and examined. L. C. Walker, Judge of Probate, Shelby County, Alabama

THE DEBT SECURED HEREBY HAVING BEEN PAID, THIS MORTGAGE IS SATISFIED AND DISCHARGED IN FULL. THIS 15th DAY OF March 1943.
ATTEST:
L. C. Walker, Judge of Probate, Shelby County, Alabama.
See Power Attorney Recorded in Deed Record Vol. 114 Page 413.