
 (\$1.10 Federal Stamps Cancelled on this Deed) #1803

DEED

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One Thousand and no/100 (\$1000.00) Dollars to the undersigned grantors C.W. Wade Sr. and wife Janie B. Wade in hand paid by C.W. Wade Jr., the receipt hereof is hereby acknowledged, the said C.W. Wade Sr. and Janie B. Wade, Do hereby grant, bargain, sell and convey unto the said C. W. Wade, Jr., the following described real estate, to-wit:

Lot 1 of Block 6, according to survey and map of J.H. Dunstan of the Town of Calera, in Shelby County, Alabama, said lot being also further described as Lot No.458, according to the map made by Nathaniel B. Dare for Shelby Lime Company, in 1869, and said lot being located in the Southeast corner of the interesection of 12th street or Montgomery Avenue, and Main Street or 16th Avenue and fronting 50 feet on the East side of said Montgomery Avenue and running back along the South side of said Main Street or 16th Avenue, 150 feet to an alley, and being located in the Southwest quarter of the Northeast quarter of Section 21, Township 22, Range 2 West; less and except, however, the Northwest fourth of said lot, and the excepted part being described as follows; Commencing at the Northwest corner of said lot and run thence South along the East side of said Montgomery Avenue 25 feet, and thence Eastparallel with the North side of said lot 75 feet, thence North and parallel with the West boundary of said lot 25 feet to the North boundary of said lot, and thence West along the North boundary line of said lot 75 feet to the point of beginning; said excepted part fronting 25 feet on said Montgomery Avenue and 75 feet on said Main street, and being located in the Northwest fourth of said lot, and having located thereon the brick building of the Central State Bank, situated in the Town of Calera, Shelby County, Alabama.

Grantor does not warrant the measurements of the property conveyed, it being intended to convey the whole of said Lot 1 in Block 6, according to Dunstan's Survey except that portion of said lot, whatever the same may measure, on which said bank building is located.

This property is conveyed subject to building restrictions and uses contained in any deed record, easements of record and such encroachments as an accurate survey of the property may disclose.

The grantee is hereby granted the right and easement to connect and tie on to the South and East walls of the bank building located on the excepted portion of the property, any building which grantee may hereafter erect contiguous to said bank building; provided that in tying on to said walls the grantee will not impair the structural safety of said walls, and in the erection of such building or buildings will erect a proper drainage system thereon so that the rain water will not drain on the premises of the grantor, and further will tie into said walls in such manner as the same will not injure the building of the grantor nor deface its appearance.

In the event said brick walls are extended by grantor or are destroyed by fire or other casualty, or rebuilt, the grantee shall have the right to build to and tie on to said extended or rebuilt wall, provided said wall is rebuilt contiguous to and adjoining boundary line of the grantor and grantee of this conveyance.

It is understood and agreed that said walls are located exclusively on the property of the grantor and the use of said walls by the grantee shall be considered permissive only (but not subject to cancellation) and shall not vest title in grantee beyond the true property line of the property hereby conveyed to grantee. If the grantee ties on to said walls, or either, the cost of maintaining and keeping said walls in a reasonable state of repair shall be borne equally by the grantor and grantee.

The foregoing party wall covenants shall constitute covenants running with the land and shall inure to the favor of and bind the grantor and the grantee, their respective successors, heirs and assigns.

TO HAVE AND TO HOLD, to the said C. W. Wade, Jr., his heirs and assigns, forever.

And we do, for ourselves, our heirs, executors and administrators, covenant with the said C.W. Wade, Jr., his heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all incumbrances; 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 C.W. Wade, Jr., his heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20th day of March, 1946.

WITNESSES:
Mrs. Frances Orr
A. M. Jenkins

his
C. W. x Wade (L.S.)
mark
Janie B. Wade (L.S.)

STATE OF ALABAMA
SHELBY COUNTY

I, Carlos C. Warren, in and for the State and County aforesaid, hereby certify that C. W. Wade, Sr. and wife, Janie B. Wade, 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 the 20th day of March, 1946.

Carlos C. Warren
Notary Public
NOTARIAL SEAL

STATE OF ALABAMA
SHELBY COUNTY

I, Carlos C. Warren, in and for the State and County aforesaid, hereby certify that on the 20th day of March, 1946 came before me the within named Janie B. Wade known to me (or made known to me) to be the wife of the within named C.W. Wade Sr. 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 her husband.

In witness whereof, I hereby set my hand, this 20th day of March, 1946.

Carlos C. Warren
Notary Public
NOTARIAL SEAL

Filed in the office of the Probate Judge the 21st day of March, 1946 at 3 o'clock P.M. and recorded in the Deed Record 123 on page 549 on this the 26th day of March, 1946.

L.C. Walker,
Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that
\$ 1.00 Privilege Tax
has been paid on the within
instrument as required by
law.
L. C. WALKER,
JUDGE OF PROBATE.