

212

(\$.55 Federal Stamps Cancelled on this Deed Agreement)

Value \$350.00

Agreement

State of Alabama
Shelby County

This agreement made and entered into on this, the 20th day of August, 1947, by and between Sara J. Phillips, Nathan E. Phillips, and Edwin J. Phillips each of whom is twenty-one years of age.

1. That the following property deeded to Sara J. Phillips, situated in the Town of Montevallo, Alabama, upon which is located a dwelling house, which is described real estate, to-wit:

Lot number two (2) fronting Vine Street one hundred feet (100) and running back a distance of one hundred fifty feet (150) said lot located in the Alma H. Jeter addition to the town of Montevallo as described in map and survey made by R. S. Villadsen S.E. and recorded in record book number 96 page 140 in Probate Office of Shelby County, Alabama.

2. That the said Sara J. Phillips and Nathan E. Phillips shall have the use, income from and occupancy of said property during their lifetime and at their death it shall become the property of their only child, Edwin J. Phillips.

3. The said Sara J. Phillips and Nathan E. Phillips shall during their lifetime keep said property in reasonable repair at their own expense, pay the taxes thereon and keep it well insured and pay all improvement assessments against the same, which may now exist or hereafter become a lien on said property.

4. That said Sara J. Phillips and Nathan E. Phillips shall not forfeit their rights to the use and occupancy of said property by the fact of not living on same but shall have the right to rent or lease the same as they may see fit.

5. That said agreement includes any future buildings added to said property, and that the entire agreement cannot be changed in the future except by the sworn signature of the said Sara J. Phillips, Nathan E. Phillips and Edwin J. Phillips.

6. That the said property or any part thereof can be sold under the following conditions: For the proper maintenance, support and confort of the said Sara J. Phillips and Nathan E. Phillips or the survivors thereof.

Said Sara J. Phillips is a married woman whose husband is Nathan E. Phillips and said Nathan E. Phillips joins in this agreement as evidencing his consent for the execution of this agreement

Said Nathan E. Phillips is a married man whose wife is Sara J. Phillips and said Sara J. Phillips joins with here husband in the execution of this instrument.

Said Edwin J. Phillips is a single man whose Mother and Father is Sara J. and Nathan E. Phillips and he joins with his Mother and Father in the execution of this instrument.

Sara J. Phillips	L.S.
Nathan E. Phillips	L.S.
Edwin J. Phillips	L.S.

State of Alabama
Shelby County

I, Mary Lee Mahaffey, a Notary Public, in and for said county, in said state, do hereby certify that Sara J. Phillips and husband Nathan E. Phillips and Edwin J. Phillips their son, whose names are signed to the foregoing conveyance and who are known to me, a cknowledged before me on this day that being informed of the conten s of the conveyance, they executed the same voluntarily on the day the zsame bears date.

Given under my hand this the 20th day of August, 1947.

Mary Lee Mahaffey
Notary Public

NOTARIAL SEAL

State of Alabama

Shelby County

I, Mary Lee Mahaffey, a Notary Public in and for said county and for said state do hereby certify that on the 20th day of August, 1947, came before me the within Sara J. Phillips, known to me to be the wife of Nathan E. Phillips, who being examined separate and apart from the husband, to cling her signatur to the within instrument, acknowledged that she signed the same of her own free will and accord and without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand this 20th day of August, 1947.

Mary Lee Mahaffey
Notary Public

NOTARIAL SEAL

Filed in the office of the Probate Judge the 13th day of October, 1947 at 10 o'clock A.M. and recorded in the Deed Record 130 on page 451 on this the 23rd day of October, 1947.

STATE OF ALABAMA
SHELBY COUNTY

L.C. Walker,

Judge of Probate

I hereby certify that
\$50.00 Ad Valorem Tax
has been paid on the within
instrument as required by
law.

L. C. WALKER,
JUDGE OF PROBATE

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