

#440

(\$6.00 Federal Stamps Cancelled on this Deed)

DEED

THE STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT FOR AND IN consideration of SIX THOUSAND (\$6000.00) Dollars, and assumption and agreement to pay of the hereinafter described mortgage to the undersigned grantor B. R. Thornton in hand paid by C. O. Foster, the receipt whereof is acknowledged we the said B. R. Thornton and wife E. K. Thornton do grant, bargain, sell and convey unto the said C.O. Foster the following described real estate, to-wit:

The E 1/2 of the NW 1/4 of Section 8, and The NW 1/4 of NW 1/4 of Section 8, except 1 1/2 acres sold by Fannie E. Holmes and husband to J.A. Holmes, et al, as Trustees for Williams Cemetery and described as follows: Commencing at the NW corner of Section 8, Thence North 86 1/2 degrees East along the north boundary of said Section 917 feet to the Eastern boundary line of Montgomery and Kymulga Road, thence south 40 degrees, west along said road to the NW corner of the following described lots, from thence as a point of beginning run south 50 degrees, east 166 feet, thence east 122 feet, thence south 156 feet, thence west 122 feet, thence North 50 degrees west 266 feet to the Eastern boundary of said road, thence north 40 degrees East along said road to the point of beginning. Also a strip of two acres heretofore sold and deeded by Fannie E. Holmes to L. M. Horton, and except a portion of said forty lying west of the Montgomery Road heretofore sold and deeded by Fannie E. Holmes to G. F. McGiboney. Also, the SW 1/4 of Section 5, lying West of the Montgomery and Kymulga Road. Also, that part of the S 1/2 of the SW 1/4 of Section 5 lying East of said road, beginning where said road crosses the line between said Sections 5 and 8 and running northeast along said road to E.B.S. Wood line, thence southeast 12 chains, thence south six chains to said section line between sections 5 and 8, thence West along said line to the point of beginning, and all situated in Tp. 22 Range 1 East, Shelby County, Alabama. All of the above land known as the Holmes Place in Kingdon Valley.

NOTE: It is agreed between the parties hereto that there is now outstanding a mortgage upon the above property executed by John W. Holmes and Frank L. Holmes and wife Inez Holmes to Federal Land Bank of New Orleans on June 16, 1924, and that the balance now due on such mortgage is, to-wit: \$1634.28 and that such balance is included as a part of the above consideration of \$6000.00, which said balance due undersuch mortgage C.O. Foster hereby assumes and agrees to pay according to the terms and conditions of such mortgage and agrees that he shall be bound by all other terms and conditions of such mortgage.

It is further agreed that the title to all crops harvested or unharvested grown on said premises during the year 1936 does not pass by this conveyance.

TO HAVE AND TO HOLD, TO THE SAID C. O. Foster, his heirs and assigns forever.

And we do, for ourselves, our heirs, executors and administrators covenant with the said C.O. Foster, his heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances except as herein stated; 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. O. Foster, his heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, We have hereunto set our hands and seals, this day of 1936.

WITNESSES:
Paul F. Pesnell
Mary Woolley

B. R. Thornton (SEAL)
Mrs. E. K. Thornton (SEAL)

THE STATE OF ALABAMA

SHELBY COUNTY

I, L.C. Walker, Judge of Probate, in and for said County, in said State, hereby certify that B. R. Thornton and wife E. K. Thornton, 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 10th day of November, A. D. 1936.

L.C. Walker,
Judge of Probate

(PROBATE COURT SEAL)

THE STATE OF ALABAMA

SHELBY COUNTY

I, L.C. Walker, Judge of Probate in and for said County, in said State, do hereby certify that on the 10th day of November, 1936, came before me the within named E. K. Thornton known to me (or made known to me), to be the wife of the within named B. R. Thornton 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, without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand and seal, this 10th day of Nov. A.D. 1936.

L.C. Walker,
Judge of Probate

PROBATE COURT SEAL

Filed in the office of the Probate Judge the 13th day of November, 1947 at 2 o'clock P.M. and recorded in the Deed Record 130 on page 537 on this the 16th day of November, 1947.

L.C. Walker,
Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that
\$6.00 Privilege Tax
has been paid on the within
instrument as required by
law.
L. C. WALKER,
JUDGE OF PROBATE

X