

Dp. \$500.00  
Bal. \$1,550.00 *See title book  
20 page 403* #1193

\$6.05 Federal Stamps Cancelled on this deed.

STATE OF ALABAMA,

SHELBY COUNTY,

KNOW ALL MEN BY THESE PRESENTS,

THAT for in consideration of Five Hundred and No/100 Dollars to the undersigned grantors Mamie Broyles and W. O. Broyles in hand paid by Sam L. Banks and Mary L. Banks, receipt whereof is acknowledged, and the execution of a purchase money mortgage in the amount of \$1550.00 securing balance of purchase price, we the said Mamie Broyles and husband, W.O. Broyles do grant, bargain, sell and convey unto the said Sam L. Banks and Mary L. Banks as joint tenants, with right of survivorship, the following described real estate, situated in Shelby County, Alabama to-wit:

The SW $\frac{1}{4}$  of SE $\frac{1}{4}$ , except a rectangular tract of the approximate dimension of 280 feet East and west by 529 feet north and south, containing 3.4 acres in the southeast corner, west of Road and .5 acre railroad right of way in Northeast corner.

Also the E $\frac{1}{2}$  of NE $\frac{1}{4}$  of SW $\frac{1}{4}$ ; the West half of NW $\frac{1}{4}$  of SE $\frac{1}{4}$  and 5 acres off the south end of E $\frac{1}{2}$  of SE $\frac{1}{4}$  of NW $\frac{1}{4}$  and the west half of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  west of the Right of way of the Central of Georgia Railroad all in Section 36, Township 19, Range 2 East, containing in all 93 acres, more or less; situated in Shelby County, Alabama; reserving however to the use of the grantor, his heirs or assigns upon the payment to the grantees of one-half the expense of operating and maintaining a deep well on the above described property, the use of said deep well for one family and a reasonable means of ingress and egress for enjoying said use.

TO HAVE AND TO HOLD Unto the said Sam L. Banks and Mary L. Banks, as joint tenants, with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein), in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one grantee does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And we do, for ourselves and for our heirs, executors and administrators, covenant with the said grantees, their heirs, and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances; except current taxes; 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 grantees, their heirs and assigns forever against the lawful claims of all persons.

In witness whereof, we have hereunto set our hands and seals, this 16th day of December, 1949.

STATE OF ALABAMA  
SHELBY COUNTY  
I hereby certify that Mamie Broyles (SEAL)

I, *Martha L. Jones*, Notary Public for said County, in said State, hereby certify that Mamie

STATE OF ALABAMA,

JEFFERSON COUNTY,

\$.....*22* P<sup>22</sup> has been paid on the within instrument as required by law.

L. C. WALKER,  
*Notary Public*

I, Martha L. Jones a Notary Public in and for said County, in said State, hereby certify that Mamie Broyles and husband W. O. Broyles 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 official seal this 16 day of December, 1949.

Martha L. Jones, Notary Public,

STATE OF ALABAMA,

JEFFERSON COUNTY.

I, Martha L. Jones, a Notary Public in and for said County, in said State, hereby certify that on the 16 day of December, 1949, came before me the within named Mamie Broyles known to me (or made known to me) to be the wife of the within named W. O. Broyles 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, constraint, or threats on the part of the husband.

Given under my hand and official seal this 16 day of December, 1949.

Martha L. Jones, Notary Public.

Filed in the office of the Judge of Probate on the 21 day of Dec. 1949, at 10 A.M. and recorded in Deed record 111, page 99, on this the 27th day of Dec. 1949.

L.C. Walker, Judge of Probate.