

# 2221

155

Value \$300.00

.55 Cents Federal Stamps Cancelled on this Deed.

## THE STATE OF ALABAMA,

## SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of One Hundred Dollars and other good and valuable consideration to the undersigned grantor J. L. Fancher, an unmarried man, and H. W. Fancher and wife, Ulmer Fancher in hand paid by H. D. Edwards and Mrs. H. D. Edwards the receipt whereof is acknowledged we the said J. L. Fancher and H. W. Fancher and wife Ulmer Fancher do grant, bargain, sell and convey unto the said H. D. Edwards and Mrs. H. D. Edwards the following described real estate, to-wit:

A strip of uniform width 90 feet wide off the north side of Lot 1, and a strip of uniform width off the north sides of Lots 3, 4, 5 and 6 in Block 2 in West Manor Addition of the Town of Montevallo according to survey and map recorded in Map Book 3, page 60 in the Probate Office of Shelby County, Alabama, the land in said Lot 1 being more particularly described as follows: Commence at a point where the westerly line of the Montevallo and Calera Street crosses the southerly line of the Southern Railway Right of Way and run in a southwesterly direction along said street  $86\frac{1}{2}$  feet to the point of beginning; thence in a northwesterly direction along the south line of West Drive and perpendicularly to said Montevallo and Calera Street, a distance of 150 feet; thence in a southwesterly direction along an alley and parallel with said Montevallo and Calera Street 90 feet; thence in a southeasterly direction and perpendicular to said Montevallo and Calera Street, 150 feet to the west line of said street; thence along same in a northeasterly direction 90 feet to the point of beginning. The land off Lots 3, 4, 5, and 6 as aforesaid being more particularly described as follows: Commence at a point where the westerly line of Montevallo and Calera Street crosses the southerly line of the Southern Railway Right of Way and run in a southwesterly direction along said street  $86\frac{1}{2}$  feet to the NE corner of said Lot 1; thence along the north line of same and across an alley and perpendicular to Montevallo and Calera Street 165 feet to the point of beginning; thence in a southwest direction and parallel with Montevallo and Calera Street 90 feet; thence in a northwesterly direction and parallel with West Drive and perpendicular to Montevallo and Calera Street 365 feet more or less to the westerly line of Lot 6 in said Block 2; thence along the westerly line of said Lot 6 in a northerly direction and to the southerly line of the Right of way of the Southern Railway; thence along same in an easterly direction 30 feet to a southerly line of said West Drive; thence along same in a southeasterly direction 409 feet to the point of beginning; said subdivision being situated in the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  and the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 4, Township 24, Range 12 East, Shelby County, Alabama.

It being understood that the Grantors propose to vacate said West Drive and it is understood between the Grantors and the Grantees that the Grantees by virtue of this deed or otherwise shall have no right, title, or interest in or claim to the use of said West Drive and the Grantees in consideration of the Grantors executing this deed do agree to join with the grantors in any legal steps necessary to vacate said drive.

TO HAVE AND TO HOLD, To the said H. D. Edwards and Mrs. H. D. Edwards, their heirs and assigns forever, And we do, for ourselves and for our heirs, executors and administrators covenant with the said H. D. Edwards and Mrs. H. D. Edwards, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all incumbrances; 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 H. D. Edwards and Mrs. H. D. Edwards heirs and assigns forever, against the lawful claims of all persons.

In Witness Whereof, we have hereunto set our hands and seals this, 12th day of December, 1949.

J. L. Fancher (Seal).

H. W. Fancher (Seal).

Ulmer Fancher (Seal).

THE STATE OF ALABAMA,

SHELBY COUNTY.

I, Wm. D. McCaushey, a Notary Public in and for said County, in said State hereby certify that J. L. Fancher, an unmarried man; H. W. Fancher and wife Ulmer Fancher 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 this 12 day of December, A. D., 1949.

Wm. D. McConaughy

Notary Public.

(NOTORIAL SEAL)

THE STATE OF ALABAMA,

SHELBY COUNTY,

I, Wm. D. McConaughy, a Notary Public in and for said County, in said State, hereby certify that on the 12 day of December, 1949, came before me the within named Ulmer Fancher known to me (or made known to me) to be the wife of the within named H. W. Fancher 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 this \_\_\_\_\_ day of December, A. D., 1949.

Wm. D. McConaughy

Notary Public.

Filed in the office of the Probate Judge on the 13th day of January, 1950 at 11:30 A. M. and recorded in Deed Book 111 on page 155 on this the 13th day of January, 1950.

L. C. Walker,

Judge of Probate.

STATE OF ALABAMA  
SHELBY COUNTY  
12/12/49  
has been paid on the within  
instrument as required  
L. C. WALKER  
Judge of Probate