

See Mtg; 213 page 107

THE STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of ONE DOLLAR, assumption of mortgage hereinafter referred to, execution of SECOND mortgage of even date, and other good and valuable consideration ----- Dollars to the undersigned grantors Charlie J. McDaniel and wife, Flodie McDaniel in hand paid by A.G. Cupp and wife, Bertie Lee Cupp the receipt whereof is acknowledged the said Charlie J. McDaniel and wife, Flodie McDaniel do grant, bargain, sell and convey unto the said A.G. Cupp and wife, Bertie Lee Cupp, the following described real estate, to-wit:

The South 30 acres of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 22, Range 3 West; the Southeast Quarter of the Northeast Quarter of Section 11, Township 22, Range 3 West and also a part of the West one-half of the Northeast Quarter of Section 11, Township 22, Range 3 West, more particularly described as follows:

Commencing at the Southeast corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 11, thence South 89 degrees 44' West and along the South line of said forty acre tract 504 feet to the Center of what is known as the Old Mill Road, thence North along the Center of said Mill Road 649 feet, thence North 37 degrees West and along the Center of said Old Mill Road 138 feet, thence North 59 degrees 40' West and along the center of said Old Mill Road 470 feet to the junction of said old Mill Road with a settlement road; thence North 66 degrees 15' East and along the center of said settlement road 674 feet, thence 60 degrees 40' East and along the middle of said settlement road 360 feet to the West boundary line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 11, thence due South 440 feet, more or less to the point of beginning.

Beginning at the SW corner of the NE $\frac{1}{4}$ of Section 11, Township 22, Range 3 West, thence North along the West line of said Forty Acre Tract, thence North 77 degrees 15' East 1342 feet to the East line of said Forty Acre Tract; thence South 2 degrees 30' East 411 feet to the Southeast corner of said Forty Acre Tract, thence West along the South line of said Forty Acre tract to the point of beginning, containing 8 acres, more or less.

The North 14 acres of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 22, Range 3 West, more particularly described as follows: Commence at the NW corner of said Forty acre tract, thence North 89 degrees East 1320 feet along the North line of said Forty Acres to the NE corner thereof; thence South 2 degrees 19' East along the East line of said Forty 465 feet, thence South 89 degrees West 1320 feet to the West line of said 40; thence North 2 degrees 19' West along the West line of said Forty 465.01 feet to point of beginning, except right of way of Cunningham Road.

NOTE: This property is subject to FIRST MORTGAGE, executed by Charlie J. McDaniel and wife, Ether Flodie McDaniel to Federal Land Bank of New Orleans, dated August 3, 1949, and recorded Mortgage Book 208, page 521, Office of Judge of Probate, Shelby County, Alabama, which grantees herein assume and agree to pay, assuming and agreeing to pay the balance due of TWO THOUSAND EIGHTY AND no/100 Dollars (\$2080.00), situated in Shelby County, Alabama.

TO HAVE AND TO HOLD , to the said A.G. Cupp and wife, Bertie Lee Cupp their heirs and assigns forever.

And we do, for ourselves and for our heirs, executors, and administrators , covenant with the said A.G. Cupp and wife, Bertie Lee Cupp, their heirs and assigns, that we are lawfully seized in fee simple of said premises, that they are free from all innumbrances, except as hereinabove noted; 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 A.G. Cupp and wife, Bertie Lee Cupp, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of February, 1950

WITNESSES:

James M. Hamrick

Charlie J. McDaniel (Seal)

Flodie McDaniel (Seal)

THE STATE OF ALABAMA

JEFFERSON COUNTY

I, James M. Hamrick, a Notary Public, in and for said County, in said State hereby certify that Charlie J. McDaniel and wife, Flodie McDaniel whose names are signed to the foregoing conveyance, and who are made 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 official seal this 8th day of February, A.D. 1950.

NOTARIAL SEAL

James M. Hamrick, Notary Public

THE STATE OF ALABAMA

JEFFERSON COUNTY

I, James M. Hamrick, a Notary Public, in and for said County in said State, hereby certify that on the 8th day of February, 1950 came before the within named Flodie McDaniel known to me (or made known to me) to be the wife of the within named Charlie J. McDaniel 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 official seal this 8th day of February, A.D. 1950.

NOTARIAL SEAL

James M. Hamrick, Notary Public

at 10:00 A.M.
Filed in the office of the Probate Judge on the 4th day of March, 1950 and recorded in Deed Record

142 on page 107 this the 18 day of May, 1950.

STATE OF ALABAMA
SHELBY COUNTY L.C. Walker, Judge of Probate

I hereby certify that
\$ 3.00 Privilege Tax
has been paid on the within
instrument as required
by law.

L. C. WALKER,
JUDGE OF PROBATE
