

Deed of Correction

4000

5M-4-47
REVISED 2-46

BOOK 147 PAGE 219

WARRANTY DEED JOINT WITH RIGHT OF SURVIVORSHIP—TITLE GUARANTEE & TRUST CO., BIRMINGHAM, ALA.

State of Alabama

Shelby

County

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of one DOLLARS

to the undersigned grantor H. G. McEwen and wife, Gertrude McEwen

in hand paid by S. S. McEwen and Doris McEwen

the receipt whereof is acknowledged we the said H. G. McEwen and wife, Gertrude McEwen

do grant, bargain, sell and convey unto the said S. S. McEwen and Doris McEwen

as joint tenants, with right of survivorship, the following described real estate, situated in

Shelby

County, Alabama, to-wit:

Start at the northwest corner of Section 6, Township 21 South, Range 2 East (known as the Shot gun corner) and run south along the west boundary line of said Section 6 for 1411.4 feet to an iron pipe (in Wilsonville Cemetery); thence turn 63 degrees 20 minutes left for 272.8 feet to a 1" x 3" bar iron corner on south side of Wilsonville Cemetery for point of beginning; thence turn 25 degrees 25 minutes left along south side of Wilsonville Cemetery 201.3 feet to an iron pipe 33 feet from center of State Highway No. 25; thence turn 119 degrees 1 minute right and run on west boundary of said Highway 171.3 feet to an iron pipe (33 feet from center line of road); thence turn 60 degrees 59 minutes right 115.0 feet to an iron pipe; thence turn 88 degrees 48 minutes right 150 feet to point of beginning; containing .54 acre, more or less, situated in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 21 South, Range 2 East.

This deed is executed for the purpose of correcting the description contained in that certain deed from the grantors herein to the grantees herein dated April, 1949, and recorded in Deed Book 140 Page 48 in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD Unto the said S. S. McEwen and Doris McEwen

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.

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 hand s and seal

this day of June, 1951.

WITNESSES:

H. G. McEwen (Seal.)

Gertrude McEwen (Seal.)

(Seal.)

(Seal.)

State of Alabama
COUNTY

I, Kytle Lindsey a Notary Public in and for said County, in said State,
hereby certify that H. G. McEwen and wife, Gertrude McEwen
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 19 day of June, 1951

Kytle Lindsey

Notary Public.

State of ALABAMA
SHELBY COUNTY

I, Kytle Lindsey a Notary Public in and for said County, in said State,
hereby certify that on the 19 day of June, 1951 came before me
the within named Gertrude McEwen known to me
(or made known to me), to be the wife of the within named H. G. McEwen

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, constraints, or threats on the part of the
husband.

Given under my hand and official seal this 19 day of June, 1951.

Kytle Lindsey

Notary Public.

Filed in the office of the Probate Judge on the 13 day of July 1951 at 4 o'clock P. M.
and recorded in Deed Book 147 Page 219 this 16 day of July 1951.
Deed Tax _____ Mortgage Tax _____ has been paid.

L.C. Walker, Judge of Probate

8/25