

1128

BOOK 150 PAGE 151  
Spearman

STATE OF ALABAMA,  
SHELBY COUNTY.

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the assumption of all liabilities and covenants contained in that certain mortgage from Columbiana Homes, Inc., to Cobbs, Allen & Hall Mortgage Company, Inc., which mortgage was executed on August 10, 1951, and is in the principal amount of \$5750.00 and is recorded in Mortgage Book 219 at Page 207 in the Probate Office of Shelby County, Alabama, and which conveys Lot 7, Block 2 of Columbiana Homes, Inc., Subdivision by Charles R. Spearman and the further consideration of the execution of a second mortgage by said Charles R. Spearman of even date herewith in the amount of \$1300.00, also conveying said Lot 7, Block 2 to Columbiana Homes, Inc., to secure said second mortgage, the said Columbiana Homes, Inc., a corporation, does grant, bargain, sell and convey unto the said Charles R. Spearman the following described real estate, to-wit:

Lot No. 7, Block No. 2 of Columbiana Homes, Inc., Subdivision as the same appears of record in the Probate Office of Shelby County, Alabama, in Map Book 3, at Page 82, subject to the restrictions and covenants heretofore made by Columbiana Homes, Inc., in the use of said lands which restrictions and covenants are recorded in Deed Book 143 on Page 258 in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

TO HAVE AND TO HOLD To the said Charles R. Spearman, his heirs and assigns forever.

And Columbiana Homes, Inc., for itself and its successors covenants with the said Charles R. Spearman, and his heirs and assigns that it is lawfully seized in fee simple of said premises; that said premises are free from all encumbrances; that it has a good right to sell and convey the same, as aforesaid; that it will, and its successors and assigns shall forever warrant and defend the title to said lands and the possession thereof unto the said Charles R. Spearman, his heirs and assigns forever, against the lawful claims of all persons, subject to the aforementioned mortgage.

IN WITNESS WHEREOF, the said Columbiana Homes, Inc., has caused this deed to be executed in its name by Fred F. Phillips, as its President, and attested by Rux Carter, as its Vice-President, and its corporate seal to be affixed on this, the 26 day of December, 1951, they being thereunto duly authorized.

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COLUMBIANA HOMES, INC.

BY

AS PRESIDENT

ATTEST:

R. M. Gault  
Vice-President

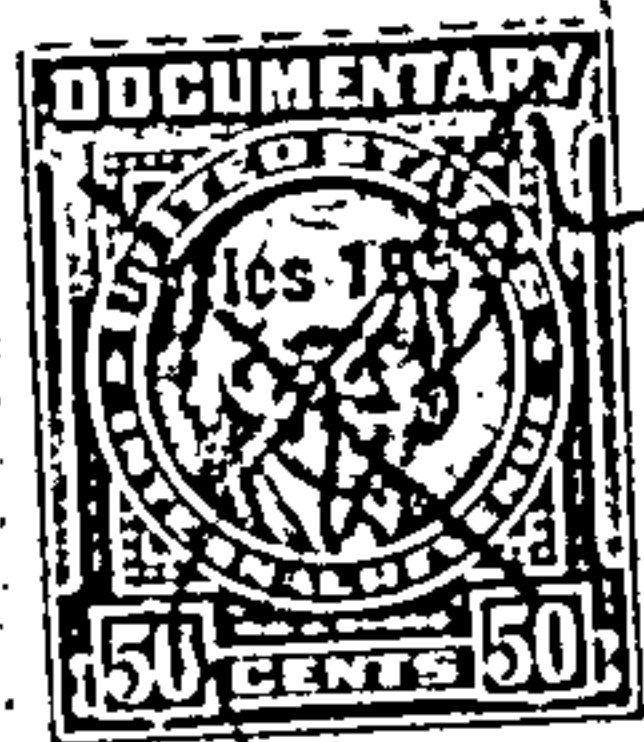
STATE OF ALABAMA,

SHELBY COUNTY.

I, Conrad M. Fowler, a Notary Public State at Large, hereby certify that Fred F. Phillips, whose name as President of the Columbiana Homes, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of this conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 26 day of December, 1951.

Conrad M. Fowler  
Notary Public State at Large



Filed in the office of the Probate Judge on the 27 day of Sept 1951 at 2 o'clock P. M.  
and recorded in Deed Book 150 Page 151 this 2 day of Jan 1952  
Deed Tax 1.50 Mortgage Tax — has been paid.

L.C. Walker, Judge of Probate