

1472

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

State of Alabama

SHELBY

COUNTY

Know All Men By These Presents,

That in consideration of Eight Thousand Five Hundred and no/100 DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged we, A.E. Barger and Pauline Barger

(herein referred to as grantors) do grant, bargain, sell and convey unto Joe M. Smith and Elizabeth P. Smith

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama to-wit:

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 22, Range 1 West; the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 34, Township 21, Range 1 West, except 5 acres deeded to Albert Ingram and described as follows: Beginning at the Northwest corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 34, Township 21, Range 1 West, thence east 70 yards, thence south to the north line of Columbiana and Calera public road, thence in a westerly direction along the north side of said road to the Section line between Sections 33 and 34, thence north along said Section line to the point of beginning, containing 5 acres, more or less. Also 60 acres off the west side of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 34, Township 21, Range 1 West, situated in Shelby County, Alabama.

The vendor reserves merchantable and pulp wood timber in the amount of \$1,000.00. One year will be given to remove this timber from the farm.



TO HAVE AND TO HOLD, to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances:

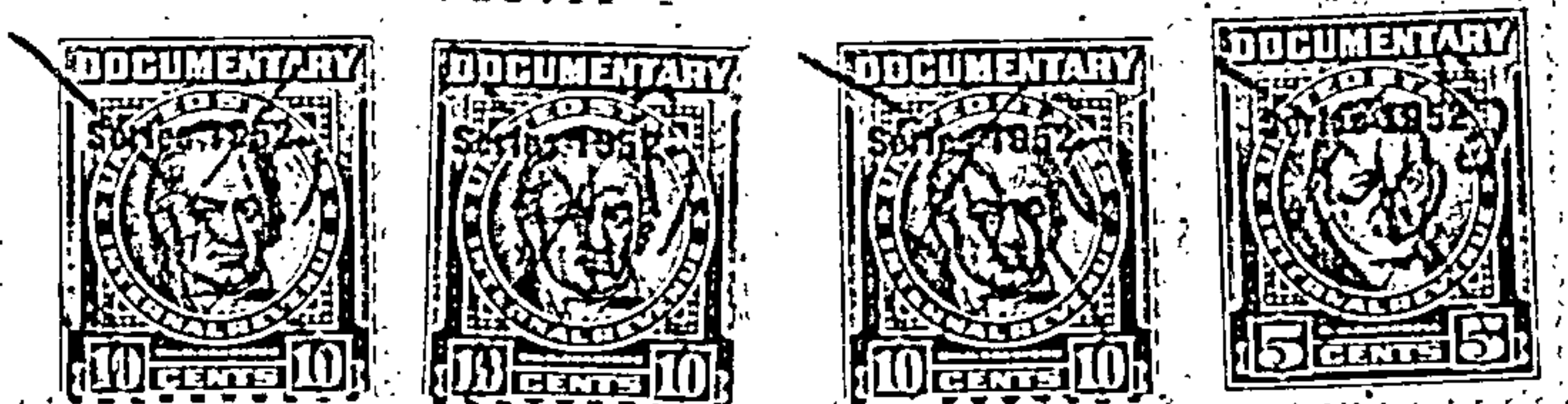
that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand and seal s, this 24th day of January, 19 52.

WITNESS:

S. A. Loney
Gene Stinson

A. B. Barger
Pauline Barger



State of ALABAMA

SHELBY COUNTY

for State of Alabama at Large
, a Notary Public/in and for said County, in said State,

I, S.A. Lokey
hereby certify that A.B. Barger and Pauline Barger
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 24th day of January A. D., 19 52

S. A. Lokey

Notary Public.

State of ALABAMA

SHELBY COUNTY

Separate Acknowledgement by Wife

for State of Alabama at Large

, a Notary Public/in and for said County, in said State, hereby

certify that on the date hereof, came before me the within named Pauline Barger
who is known to me to be the wife of the within named A.B. Barger

who, being examined separate and apart from the husband, touching her signature to the within
conveyance, acknowledged before me on this day that being informed of the contents of the conveyance, she
signed the same voluntarily and 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 24th day of January, 19 52 .

S. A. Lokey

Notary Public.

Filed in the office of the Probate Judge on the 24 day of Jan 1952 at 2 o'clock P M
and recorded in Book 150 Page 532 this 24 day of Jan 1952.
Deed Tax 850 Mortgage Tax has been paid.
L.C. Walker, Judge of Probate