

GM-7-51  
REVISED 2-46

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

State of Alabama }  
~~Jeff~~ Shelby County }

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Two Thousand Seven Hundred Fifty and no/100 (\$2,750.00) --- DOLLARS

to the undersigned grantors, Nola O. Moore and husband, W. A. Moore

in hand paid by Horace S. Carmichael and wife, Ollie M. Carmichael

the receipt whereof is acknowledged we the said Nola O. Moore and husband, W. A. Moore

do grant, bargain, sell and convey unto the said Horace S. Carmichael and wife, Ollie M. Carmichael,

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

~~Jeff~~ Shelby County, Alabama, to-wit:

Lot numbered Four (4), of Ingrams Survey of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of Section 31, Township 18, Range 1 West, more particularly described as follows: Begin at a point on the West line of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of Section 31, Township 18, Range 1 West, 330 feet north of the Southwest corner of said forty acre tract and run south along the line of said forty acre tract 165 feet; thence east at right angles to said west line of said forty a distance of 1288 feet; thence north 165.5 feet; thence West and parallel with the South line of said forty acre tract 1281 feet to the point of beginning, containing 5.85 acres, more or less, mineral and mining rights excepted.

TO HAVE AND TO HOLD Unto the said Horace S. Carmichael and Ollie M. Carmichael

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, excepting 1952 taxes;

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.

Warranted subject to 1952 taxes aforesaid.

In Witness Whereof, we have hereunto set our hands and seal, this 31st day of March, 1952.

WITNESSES:

John W. McGinn

Nola O. Moore (Seal.)  
W. A. Moore (Seal.)

State of Mich. }  
Wayne COUNTY }

I, John W. McGinn a Notary Public in and for said County, in said State, hereby certify that Nola O. Moore and husband, W. A. Moore 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 31st day of March, 1952.

JOHN W. MCGINN  
Notary Public, Wayne County, Mich.  
My Commission Expires April 26, 1952

John W. McGinn  
Notary Public.

Filed in the office of the Probate Judge on the 5 day of Apr 1952 at 8 o'clock AM  
and recorded in Book 152 Page 353 this 4 day of Apr 1952.  
Deed Tax 3.00 Mortgage Tax 2 has been paid.  
L.C. Walker, Judge of Probate.