

BOOK 153 PAGE 236

WARRANTY DEED

The State Of Alabama

Shelby County

Know All Men by These Presents, That in consideration of

Four Thousand (\$4000.00)

DOLLARS

to the undersigned grantors, J. K. Cunningham, Sr. and wife, Mary E. Cunningham,

in hand paid by J. K. Cunningham, Jr., & wife Nettie B. Cunningham

the receipt whereof is acknowledged We the said

J. K. Cunningham Sr., and wife, Mary E. Cunningham,

do grant, bargain, sell and convey unto the said J. K. Cunningham, Jr., and wife Nettie B. Cunningham

the following described real estate situated in Shelby County, Ala., to-wit:

All that part of the southeast quarter of section twenty-one (21) township twenty-two (22), range three (3) west, which lies south of Shoal creek;

Also, all that part of fractional section twenty-eight (28, township twenty-two (22), range three (3) west, lying between Shoal Creek and the right-of-way of the Southern Railroad, that is to say, between said creek and a line running parallel with the center line of said railway, and 50 feet distant therefrom, on the north side, or northwest side thereof.

Also, all that part of the northwest quarter of the northeast quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) of fractional section three (3), township twenty-four (24), range twelve (12) east which lies northwest of said line of said right-of-way.

Also, all of that part of the northeast quarter of the northwest quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) of said fractional section three (3), township twenty-four (24), range twelve (12) east which lies between said Shoal Creek and said line of said right-of-way and northeast of a certain line marking the northeast line of the Joseph Deshazo lot, and which said line is more particularly described as follows: "Beginning at a point on said right-of-way line, 336 feet northeast of the intersection of said right-of-way line with a line running from the northwest wall of a certain railway culvert, or trestle on said railway, which is located about $\frac{3}{8}$ of a mile east of the Montevallo depot, northwardly to the center of the big spring heretofore known as and called the "Nelson Spring"; from said point of beginning, run northwesterly, at right angles to the center line of said railway, a distance of 372 feet; thence, in a more westerly direction in a straight line, to the center of said "Nelson Spring", a distance of 154 feet, more or less; thence, along the run of said spring, as the same is now piped, to Shoal Creek."

Also, all that part of fractional section twenty-seven (27), township twenty-two (22), range three (3) west which lies northwest of the Southern railway.

Excepting and reserving from all of the above, however, a plat or parcel containing 5 acres, more or less, situated in the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of section 3, township 24, range 12 east, and more particularly described as follows: "run east, along the center line of the Southern Railway, a distance of 346 feet from the west wall of a culvert under the said railroad, said culvert being just west of the concrete highway bridge that carries Highway Number 25 over said railroad, and about $\frac{3}{8}$ of a mile east of the depot at Montevallo, ~~xxx the point of beginning~~; thence, run north, 27 degrees and 30 minutes west, 67 feet, to a point on the north side of Spring Creek Road, at the corner of a fence on the Dennis lot, and the point of beginning of the parcel herein reserved:

thence, run north, 27 degree and 30 minutes west, 401 feet, to a concrete marker, at a cedar tree; thence, north, 66 degrees and 30 minutes east, 524 feet; thence, south, 24 degrees and 5 minutes east, 423 feet; to the north side of Spring Creek Road; thence, along the northern boundary of said road, south 69 degrees and 10 minutes west, 496 feet, to the point of beginning".

Also, reserving and excepting to the grantors an undivided equal interest in and to the spring known and designated as the "Nelson Spring" with that herein conveyed to the grantor.

To Have and to Hold, To the said J. K. Cunningham, Jr., his

heirs and assigns forever.

And we do, for ourselves and for our heirs, executors and administrators, covenant with the said J. K. Cunningham, Jr., his wife Nettie B. Cunningham and their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all incumbrances; 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 J. K. Cunningham, Jr., his wife Nettie B. Cunningham and their heirs

heirs and assigns forever, against the lawful claims of all persons.

In Witness Whereof, we have hereunto set our hands and seal S., this day of May, 1952.

WITNESSES:

J. K. Cunningham, Jr. (Seal.)
Mary E. Cunningham (Seal.)
(Seal.)
(Seal.)

The State Of Alabama

Shelby County

I, Mary Lee Mahaffey

a Notary Public

in and for said County, in said State,

hereby certify that J. K. Cunningham, Sr., and wife, Mary E. Cunningham,

whose name 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 this conveyance,

they executed the same voluntarily on the day the same bears date.

Given under my hand this 21st day of May, A. D. 1952

Mary Lee Mahaffey

The State Of Alabama

Shelby County

I, Mary Lee Mahaffey

a Notary Public

in and for said County, in said State, hereby certify that

on the 21st day of May, 1952, came before me the within named

Mary E. Cunningham known to me (or made known to me) to be the wife of the

within named J. K. Cunningham, Sr., who, being examined separate

and apart from the husband touching her signature to the within she 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 this 21st day of

May, A. D. 1952.

Mary Lee Mahaffey

Filed in the office of the Probate Judge on the 22 day of May 1952 at 8 o'clock P M
and recorded in Book 153 Page 236 this 22 day of May 1952.
Deed Tax 4.00 Mortgage Tax has been paid.
L.C. Walker, Judge of Probate