

See mtg 223  
page 246

\$4.95 Federal Stamp

BOOK 154 PAGE 160.00  
GM-7-50  
REVISED 2-46



WARRANTY DEED JOINT WITH RIGHT OF

JUST CO., BIRMINGHAM, ALA.

State of Alabama }  
SHELBY County }

BY THESE PRESENTS,

That in consideration of Four Thousand One Hundred and no/100 (\$4,100.00) - - - - - DOLLARS and the assumption of the mortgage hereinafter referred to,

to the undersigned grantors, J. F. McEwen and wife, Eula Clyde McEwen

in hand paid by Ralph McEwen and Peggy L. McEwen

*see mtg*

the receipt whereof is acknowledged we the said J. F. McEwen and Eula Clyde McEwen

do grant, bargain, sell and convey unto the said Ralph McEwen and Peggy L. McEwen

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

Shelby County, Alabama, to-wit:

S 1/2 of NE 1/4 of NE 1/4; one-half acre off East side of NW 1/4 of NE 1/4; thirty acres off North side of SE 1/4 of NE 1/4; all in Section 27. Also a portion of the SW 1/4 of NW 1/4 and NW 1/4 of SW 1/4 of Section 26, more particularly described as follows: Begin at the northwest corner of the NW 1/4 of SW 1/4 of said Section and run thence North along Section line 220 yards, thence south 22 1/2 deg. east 444 yards to a corner on the east bank of a branch known as Spearman Branch, thence up said branch in a northwesterly direction to the West line of said Section 26, thence North along said Section line 432 feet, more or less, to the point of beginning, containing 7 acres, more or less, in Section 26.

All of said land being situated in Township 20, Range 1 East, Shelby County, Alabama, and contains 57 1/2 acres, more or less.

This deed is subject to mortgage of grantors herein to Leona M. McEwen, dated the 6th day of January, 1948, and recorded in the Probate Office of Shelby County, Alabama, in Mortgage Book 202, at page 336, and upon which there is a balance due of \$1,400.00, which grantees herein assume.

TO HAVE AND TO HOLD Unto the said Ralph McEwen and Peggy L. 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 hands and seal,

this 7th day of July, 1952.

WITNESSES:

.....  
.....  
.....

*J. F. McEwen* (Seal.)  
J. F. McEwen  
*Eula Clyde McEwen* (Seal.)  
Eula Clyde McEwen  
..... (Seal.)  
..... (Seal.)

State of ALABAMA }  
SHELBY COUNTY }

I, Lilla Juzan a Notary Public in and for said County, in said State, hereby certify that J. F. McEwen and wife, Eula Clyde 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 7th day of July, 1952.

Lilla Juzan  
Notary Public.

State of ALABAMA }  
SHELBY COUNTY }

I, Lilla Juzan a Notary Public in and for said County, in said State, hereby certify that on the 7th day of July, 1952, came before me the within named Eula Clyde McEwen known to me (or made known to me), to be the wife of the within named J. F. 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 7th day of July, 1952.

Lilla Juzan  
Notary Public.

STATE OF ALABAMA  
SHELBY COUNTY  
100  
L.C. WALKER  
JUDGE OF PROBATE

Filed in the office of the Probate Judge on the 7 day of July 1952 at 8 o'clock A M  
and recorded in Deed Book 154 Page 46 this 7 day of July 1952.  
Deed Tax 1.00 Mortgage Tax — has been paid.  
L.C. Walker, Judge of Probate