

1397

# 7.15 Federal Hwy

GM-7-51  
**REVISED 2-46**

BOOK 157 PAGE 482

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

**State of Alabama**      **County** }

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Six Thousand Five Hundred and no/100 (\$6,500.00) - - - DOLLARS

to the undersigned grantor, Burton Stagner

in hand paid by E. C. Gulledge and Etha S. Gulledge

the receipt whereof is acknowledged we the said

Burton Stagner and wife, Mildred H. Stagner

do . . . grant, bargain, sell and convey unto the said

E. C. Gulledge and wife, Etha S. Gulledge

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

Shelby County, Alabama, to-wit:

The East half of the East Half of the Southwest Quarter.  
(E $\frac{1}{2}$  of E $\frac{1}{2}$  of SW $\frac{1}{4}$ ) of Section 30, Township 19, Range 2 West,  
Shelby County, Alabama. Minerals and mining rights excepted.

Said property is sold and conveyed subject to transmission line permit granted to Alabama Power Company shown by instrument recorded in Vol. 139 of Deeds, at Page 156 in the Probate Office of Shelby County, Alabama, and taxes for 1953.

TO HAVE AND TO HOLD Unto the said E. C. Gilledge and Etha S. Gilledge

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, except as hereinabove mentioned;

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 except as hereinabove mentioned.

In Witness Whereof, we have hereunto set our hands and seal,  
this 26th day of January, 1953.

## WITNESSES:

.....Johnston V. Ross.....

Burton Stagner ..... (Seal.)  
(Burton Stagner)  
Mildred H. Stagner ..... (Seal.)  
(Mildred H. Stagner)

Mildred H. Stagner (Seal.)  
(Mildred H. Stagner)

... (Seal.)

date.

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State of ALABAMA  
JEFFERSON COUNTY  
I, W.M.RUSH

a Notary Public in and for said County, in said State,  
hereby certify that Burton Stagner and wife, Mildred H. Stagner  
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 26<sup>th</sup> day of January, 1953.

Notary Public, State of Alabama at Large

My Commission Expires June 15, 1953

Bonded by the United States Fidelity &

Guaranty Co.

W.M.RUSH  
Notary Public.

Filed in the office of the Probate Judge on the 27<sup>th</sup> day of Jan 1953 at 8 o'clock A.M.  
and recorded in Deed Book 157 Page 492 this 28<sup>th</sup> day of Jan 1953.  
Deed Tax 6.50 Mortgage Tax \_\_\_\_\_ has been paid.  
L.C. Walker, Judge of Probate