

3853

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

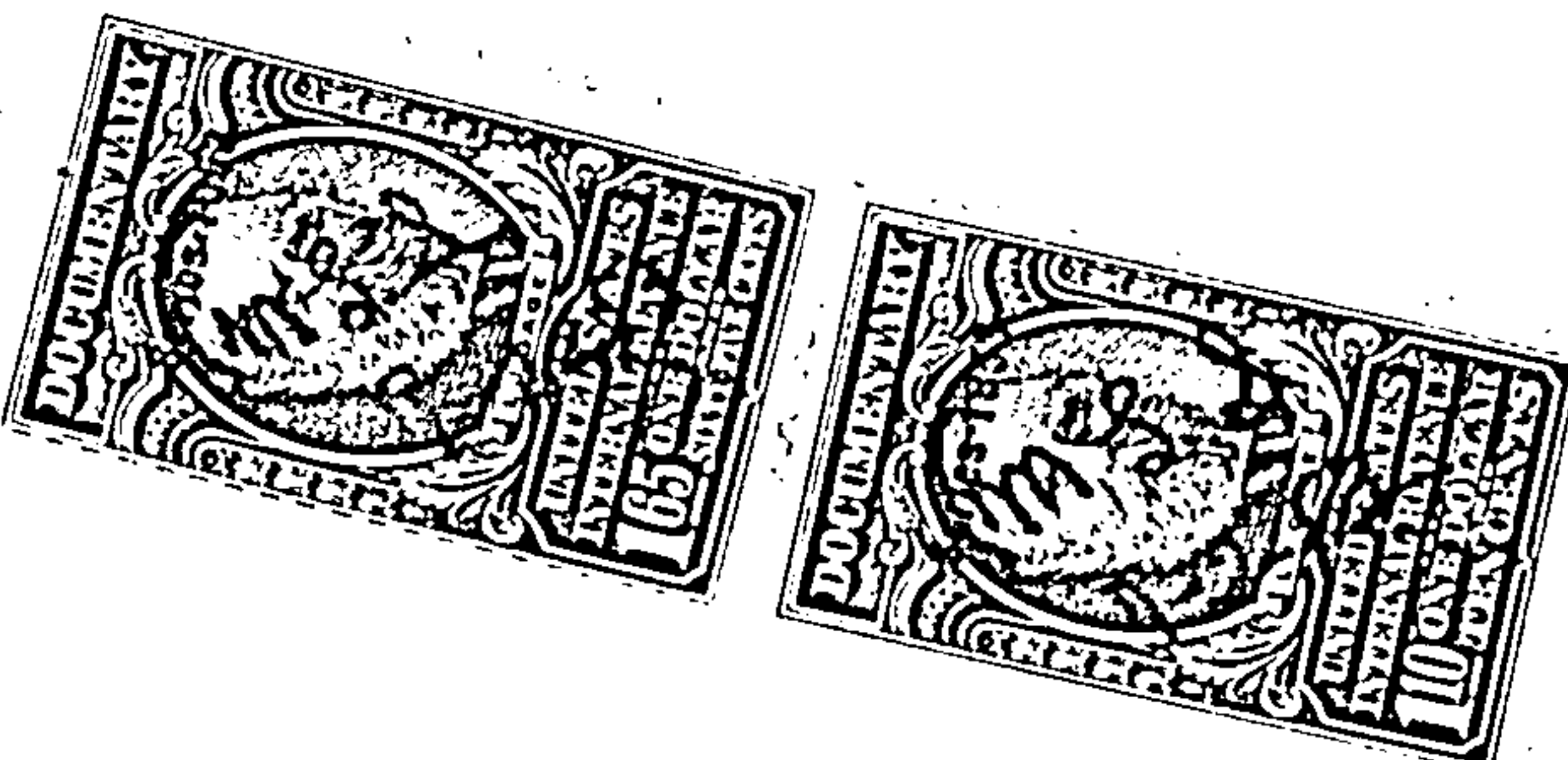
State of Alabama }
Shelby County }

2500.00
KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ~~Eight~~ ^{2500.00} Hundred Dollars and other good and valuable consideration ~~DOLLARS~~
to the undersigned grantor E. E. Walker and wife, Ethel Walker
in hand paid by Mary Louise Seagle and Henry G. Seagle
the receipt whereof is acknowledged we the said E. E. Walker and wife, Ether Walker
do grant, bargain, sell and convey unto the said Mary Louise Seagle and Henry G Seagle
as joint tenants, with right of survivorship, the following described real estate, situated in

Shelby County, Alabama, to-wit:

The S $\frac{1}{2}$ of the N $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$; Also the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 12, Township 22
South, Range 4 West, containing approximately 20 acres, said plot being designated
as the S $\frac{1}{2}$ of Plot No. 9 and the S $\frac{1}{2}$ of Plot No. 10 and all of Plot No. 12 upon a
map prepared by I. S. Gillespie, Engineer, dated April 26, 1946, and so identified
and on file in the office of the Boothton Coal Mining Company, Boothton, Alabama,
minerals and mining rights excepted; and the right to haul through worked out
openings any coal mined from other lands is reserved to the Boothton Coal Mining
Company, its successors and assigns.



TO HAVE AND TO HOLD Unto the said Mary Louise Seagle and Henry G. Seagle

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 premis-
es; 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 seals
this 10th day of January, 1952

WITNESSES:

Edgar E. Walker (Seal.)
E. E. Walker
Ethel Walker (Seal.)
Ethel Walker (Seal.)
(Seal.)

I, R.C. Henderson

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

hereby certify that E. E. Walker and wife, Ethel Walker

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 10th day of January, 1952.

R.C. Henderson

Notary Public.

Feb 19, 1952

State of

Shelby COUNTY

I, R.C. Henderson

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

hereby certify that on the 10th day of January 1952

came before me

the within named Ethel Walker

known to me

(or made known to me), to be the wife of the within named E.E. Walker

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 10th day of January 1952

R.C. Henderson

Notary Public.

Feb 19, 1952

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that
the within named
Ethel Walker
has been paid on the within
instrument as required
by law.
L.C. WALKER,
JUDGE OF PROBATE

Commission Expires

Filed in the office of the Probate Judge on the 30 day of June 1953 at 11 o'clock A.M.
and recorded in Deed Book 161 Page 112 this 3 day of July 1953.
Deed Tax 2.50 Mortgage Tax — has been paid.

L.C. Walker, Judge of Probate