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BOOK 172 PAGE 499

6M-4-53  
REVISED 2-46

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

State of Alabama }  
SHELBY County }

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Twenty-five and no/100 (\$25.00), cash, and the giving of a DOLLARS purchase money note in the amount of Three hundred twenty-five and no/100 (\$325.00), which note is to be secured by a mortgage on the property described herein, to the undersigned grantors C. O. Fendley and wife, Lillie Mae Fendley

in hand paid by Jesse L. Harding, Jr. and wife, Virginia Lou Harding

the receipt whereof is acknowledged we the said C. O. Fendley and wife, Lillie Mae Fendley

do grant, bargain, sell and convey unto the said Jesse L. Harding, Jr. and wife, Virginia Lou Harding

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

SHELBY County, Alabama, to-wit:  
Begin at SE corner of NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 31, Township 18, Range 1, West. for point of beginning; thence West along Section line to road known as Possum Hollow Road; thence North along said road approximately 330 ft.; thence East to East line of NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 31, Township 18, Range 1, West; thence South 330 ft. to point of beginning.

It being the intention of grantors to convey all of their property East of said road to grantees, containing 3 1/2 acres more or less.

Mineral and mining rights excepted.

TO HAVE AND TO HOLD Unto the said Jesse L. Harding, Jr. and wife, Virginia Lou Harding

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 9th day of April, 1955.

WITNESSES:

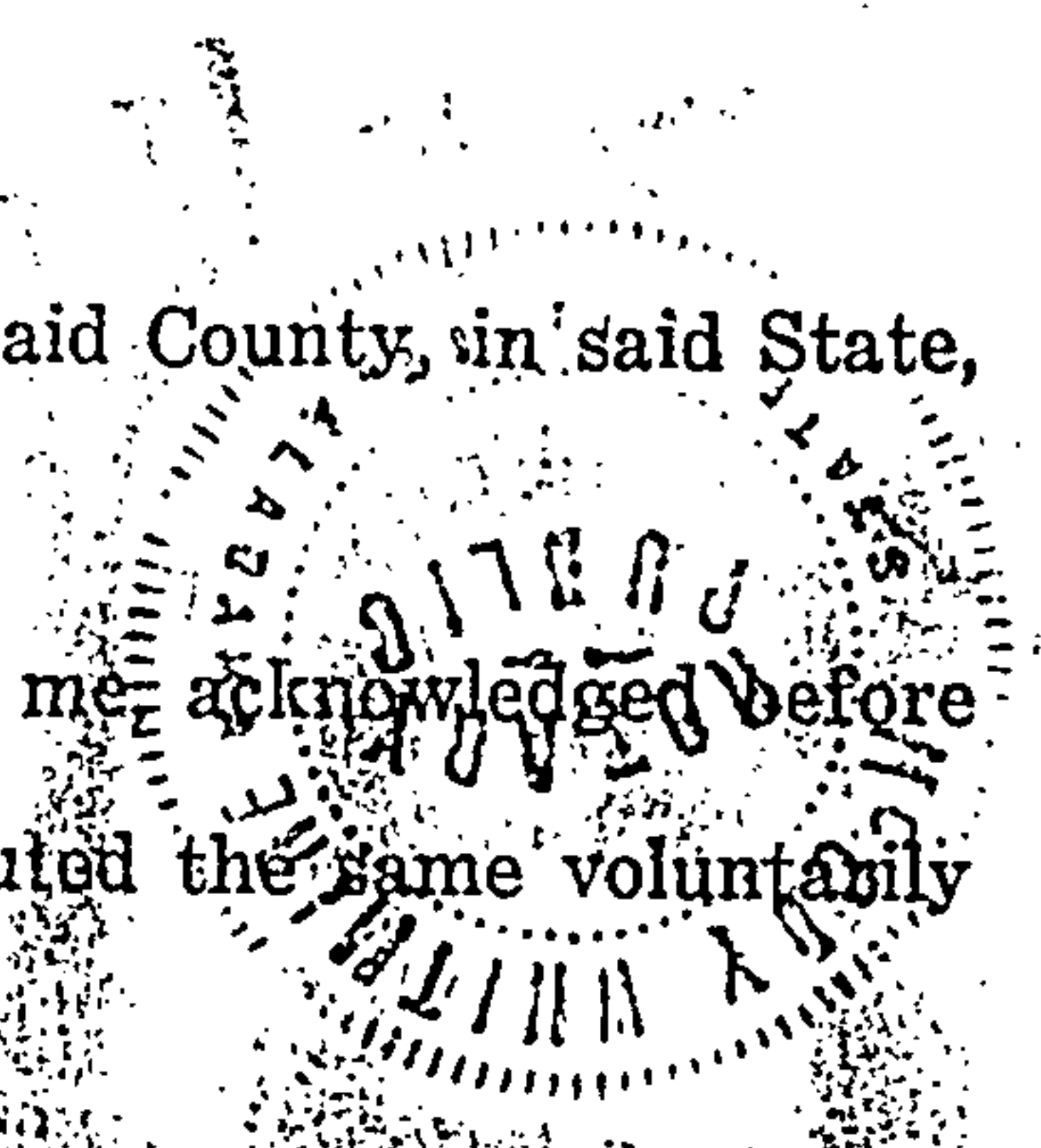
*McCoy Whitmire*  
*John Owen*

*C. O. Fendley Jr* (Seal.)  
(C. O. Fendley)  
*Lillie Mae Fendley* (Seal.)  
(Lillie Mae Fendley)

State of ALABAMA }  
JEFFERSON COUNTY }

I, McCoy Whitmire a Notary Public in and for said County, in said State, hereby certify that C. O. Fendley and wife, Lillie Mae Fendley 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 9th day of April, 1955.  
*McCoy Whitmire*  
Notary Public.



STATE OF ALABAMA, SHELBY COUNTY  
I, L.C. Walker, Judge of Probate, hereby certify that the within deed was filed for record the 26 day of April 1955, at 8 o'clock and recorded in Book 172 Page 492 and the Mortgage Tax of Deed Tax of .50 has been paid.  
*L.C. Walker* Judge of Probate