

7.15 Fed Stamps mty 240
page 482

351

State of Alabama

Shelby County

BOOK 176 PAGE 13

Know All Men By These Presents,

That in consideration of One thousand and no/100 (\$ 1,000.00) - - - - - DOLLARS and the execution of a purchase money mortgage in the amount of Five thousand five hundred and no/100 (\$ 5,500.00) dollars to the grantor to the undersigned grantor, Elinor S. Motley, a widow

in hand paid by Clay L. Nivens and wife, Eula B. Nivens

the receipt whereof is acknowledged the said Elinor S. Motley, a widow

does grant, bargain, sell and convey unto the said Clay L. Nivens and wife, Eula B. Nivens

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

Shelby County, Alabama, to-wit:

The E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 2 Township 20 Range 1 West, EXCEPT that part of the above described property which lies West of the present Columbiana-Chelsea Highway. Also that part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2 Township 20 Range 1 West described as follows: Beginning at the SW corner of said forty acres and run North 1024 feet more or less to a drain; thence in an Easterly direction along said drain to Yellow Leaf Creek; thence down said creek to the South line of said forty acres; thence West to point of beginning containing 10 acres more or less EXCEPT that part of the above described property which lies West of the present Columbiana-Chelsea Highway.

Mineral and mining rights excepted.

Subject however to existing easements and roads and road rights of way of record.

It is the intention of the grantor herein to convey to the grantees herein all of the property now owned by the grantor which lies east of the present Columbiana-Chelsea Highway.

TO HAVE AND TO HOLD Unto the said Clay L. Nivens and wife, Eula B. Nivens

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 I do, for myself and for my heirs, executors and administrators, covenant with the said grantees, their heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances;

that I have a good right to sell and convey the same as aforesaid; that I will, and my 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, I have hereunto set my hand and seal,

this 20th day of October, 1955.

WITNESSES:



Elinor S. Motley (Seal.)

State of Alabama

Jefferson COUNTY

I, J. H. Vaughn, a Notary Public in and for said County, in said State, hereby certify that Elinor S. Motley, a widow whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of October 1955.

My Commission Expires Jan. 18 1956

My Commission Expires Jan. 18 1956

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 21 day of Oct, 1955, at 8 o'clock P. M. and recorded in Book 176 Page 13, and the Mortgage Tax of Deed Tax of 1.00 has been paid.

to be the wife of the within named 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.