

State of Alabama

SHELBY County

BOOK 179 PAGE 124

Know All Men By These Presents,

That in consideration of One and no/100 Dollars and other good and valuable consideration hereinafter explained below

to the undersigned grantors W. H. Humphries, Jr. and wife, Eva Jeanette Humphries in hand paid by James Welby Rasco and wife, Clara Jean Rasco

the receipt whereof is acknowledged we the said W. H. Humphries, Jr. and wife, Eva Jeannette Humphries

do grant, bargain, sell and convey unto the said James Welby Rasco and wife, Clara Jean Rasco

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

Shelby County, Alabama, to-wit:

Lot 4, Block 2, of Columbiana Homes, Inc., Subdivision as the same appears of record in in the Probate Office of Shelby County, Alabama, in Map Book 3, at page 82, subject to the restrictions and covenants heretofore made by Columbiana Homes, Inc., in the use of said lands which restrictions and covenants are recorded in Deed Book 143 on page 258 in the Probate Office of Shelby County, Alabama.

It is understood and agreed between the parties hereto that as part of the consideration the grantees agree to assume that certain mortgage from Columbiana Homes, Inc., to Cobbs, Allen & Hall Mortgage Company, Inc., which mortgage was executed on July 14, 1951, and was in the principal amount of \$5,750.00 and was recorded in Mortgage Book 218, at page 500, in the Probate Office of Shelby County, Alabama, and to further assume the second mortgage by said W. H. Humphries, Jr. to Columbiana Homes, Inc., which mortgage was executed on July 9, 1952, and was in the principal amount of \$970.00.

TO HAVE AND TO HOLD Unto the said James Welby Rasco and wife, Clara Jean Rasco

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 17th day of March, 1956

WITNESSES:

Anna C. Judge

W. H. Humphries, Jr. (Seal.)

Eva Jeanette Humphries (Seal.)

Eva Jeanette Humphries

State of ALABAMA

JEFFERSON COUNTY

I, Anna C. Judge, a Notary Public in and for said County, in said State, hereby certify that W. H. Humphries, Jr. and wife, Eva Jeanette Humphries 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 17th day of March

1956

Anna C. Judge As 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 2 day of April 1956 at 1 o'clock M. and recorded in Deed Book 179 Page 124 and the Mortgage Tax of \$0.00 Deed Tax of \$0.00 has been paid.

the within named 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