

State of Alabama

SHELBY

County

Know All Men By These Presents,

That in consideration of Six Thousand Five Hundred and no/100 -----DOLLARS

to the undersigned grantors ~~THOMAS WALKER, JUDGE OF PROBATE~~ Howard E. Smith and wife, Alice P. Smith
 in hand paid by David H. Smith and wife, Katie Lou Smith

the receipt whereof is acknowledged we the said Howard E. Smith and wife, Alice P. Smith

do grant, bargain, sell and convey unto the said David H. Smith and wife, Katie Lou Smith

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

Shelby County, Alabama, to-wit:

A part of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 36 Township 21 Range 1 West, described as follows:
 Commencing at the NW corner of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 36 Township 21 Range 1 West and run
 North 87 deg East a distance of 32 feet to a point 10 feet East of Middle of L & N Railroad
 Company's tract; thence run South 23 deg East along said RR tract for a distance of 566 feet
 to the SW corner of the Walter E. Morrow lands, described in deed from Maggie H. Weaver and
 husband, T. J. Weaver to Walter E. Morrow, dated 17th March 1903, and recorded in Deed Book
 27 on page 276; run thence North 90 deg East along the South line of the said Walter E. Morrow
 lands for a distance of 1550 feet more or less to the SE corner of said Morrow lands, which
 point is on the North side of the public road known as the Naith Mooney road; said last
 named point being the point of beginning of lot hereinafter described; thence run North 3 deg
 West along East line of Walter Morrow lands a distance of 192.5 feet; thence run West parallel
 with the South line of Morrow lands a distance of 200 feet; thence run South 3 deg East a
 distance of 192.5 feet; to the South line of said Morrow lands; thence run East along the
 South line of Morrow lands a distance of 200 feet to point of beginning.

Grantor also conveys to the grantee and his heirs and assigns the right to the use of the
 1 $\frac{1}{2}$ in. plastic water line supplying water to the above described property; said line running
 from Columbiana-Shelby Road to the above described property.

TO HAVE AND TO HOLD Unto the said David H. Smith and wife, Katie Lou Smith

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 15th day of November, 1956.

WITNESSES:

W. W. Rabren

Howard E. Smith (Seal.)

Alice P. Smith (Seal.)

State of ALABAMA

SHELBY

COUNTY

I, W. W. Rabren, a Notary Public in and for said County, in said State,
 hereby certify that Howard E. Smith and wife, Alice P. Smith
 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 15th day of November, 1956.

W. W. Rabren As Notary Public
 W. W. Rabren

State of

STATE OF ALABAMA, SHELBY COUNTY

I, L. C. Walker, Judge of Probate, hereby certify that the within
 was filed for record the 15 day of Nov, 1956, at 2 o'clock
 and recorded in Deed Book 183 Page 293, the Mortgage Tax of
 Deed Tax of 6.50 has been paid.

one 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
 the husband.

Given under my hand and official seal this the day of

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As Notary Public