10.45 Qus. Slong

2823

WARRANTY DEED Form 107	PRINTED AND FOR SALE BY ZAC SMITH STATIONERY CO.—B'HAN
THE STATE OF ALABAMA,	BUUK 187 PAGE 14
SHELBY County	Know All Men by These Presents,
That for and in consideration of NINE THO	SAND & NO/100 (\$9,000.00) DOLLARS and other valuable
consideration	· Dollae.

do grant, bargain, sell and convey unto the said______Stephen D. Cowart_____

the receipt whereof is acknowledged. I the said Janie B. Wade

the following described real estate, to-wit: All of Lot No. 5, in Block No. 6, according to the Dunston's map or survey of the town of Calera, Sheby County, Alabama, and being located on the east side of 12th Street or Montgomery Avenue and being known as the Wade and Walker Building which is 50 feet more or less fronting 12th Street or Montgomery Avenue, thence run in an Easterly direction to the alley.

This conveyance is made by the grantor and accepted by the grantee herein with the distinct agreement and understanding that there is now a central heating unit located upon the above described property which said unit also supplies heat for the adjoining building known as the Wade Hotel and Cafe and which heating unit is now and has been for many years maintained for the joint use and service of the property hereby conveyed and of said Wade Hotel and Cafe; and it is further understood and agreed that this deed and the habendum and all other clauses herein are subject to said heating rights now enjoyed or used by said Wade Hotel and Cafe building and the occupants and tenants thereof and that none of such rights or privileges now enjoyed or used by said Wade Hotel and Cafe building by virtue of said heating easement or rights are hereby conveyed or released but that all of the same as now used or in use by or for the benefit of said Wade Hotel and Cafe building and the respective owners, occupants and tenants thereof shall stand in full force and effect. It is further expressly agreed and understood that the property herein conveyed and/or the respective owners, occupant or tenant of the same and the property so known as Wade Hotel and Cafe Building and/or the respective owners or proprietors thereof shall each bear one-half of the necessary or proper cost of maintenance, repair, upkeep and replacement of said heating unit or system, including one-half of all fuel, material, supplies, labor and other necessary expenses for the proper maintenance and service of said heating unit and the supplying of heat to the building now on said above conveyed premises and to said Wade Hotel and Cafe. It/is further understood and agreed that this right or easement and the obligations and benefits thereof shall continue for and during the natural life of the grantor herein, Janie B. Wade, and shall be a covenant running with the land and for the benefit of the grantor and grantee herein, their respective heirs, tenants and assigns, during such lifetime of said Janie B. Wade.

Situated in Shelby County, Alabama.

in hand paid by ___ Stephen D. Cowart

	•
Heirs and Assigns forever.	
AndIdo, formyself	heirs, executors and administrator
covenant with the said Stephen D. Cowart, his	
,	
•	
Heirs and Assigns, that I am	lawfully seized in fee simple of so
premises; that they are free from all encumbrances, and thatI	
have a good right to sell and convey the same as aforesaid; thatI	w
andneirs, executors and administrators shall, warrant	t and defend the same to the said
Stephen D. Cowart, his	·
Heirs and Assigns forever, against the lawful claims of all persons.	
<u> </u>	
	·
•	
IN WITNESS WHEREOF,	myhand and seal, to
day of	
	Janie B. Wade (SEA
THE STATE OF ALABAMA, SHELBY County I, Carolyn	D. Bours
The former The form	and for said County, in said State, hereb
	juliar juliar articlety, the said branch, hereby
ertify that Janie B. Wade, a widow	
whose name is signed to the foregoing conveyant cknowledged before me on this day, that, being informed of xecuted the same bears date. Given under my hand and seal, this 94 day	the contents of this conveyance, she May A. D. 1957.
whose name is signed to the foregoing conveyant cknowledged before me on this day, that, being informed of xecuted the same work and the day the same bears date. Given under my hand and seal, this 974 day of Notary Public, State of Alabama a My Commission expires February Bonded by U. S. F. & G.	the contents of this conveyance, she May A. D. 1957. Large Bown S. Bown, 21/
whose name is signed to the foregoing conveyant cknowledged before me on this day, that, being informed of xecuted the same sound untarily on the day the same bears date. Given under my hand and seal, this 974 day of Notary Public, State of Alabama a My Commission expires February	the contents of this conveyance, she Thay A. D. 1957. Large 219 Bown, 21/
whose name is signed to the foregoing conveyant cknowledged before me on this day, that, being informed of xecuted the same bears date. Given under my hand and seal, this 94 day of Notary Public, State of Alabama a My Commission expires February Bonded by U. S. F. & G. THE STATE OF ALABAMA, County I,	the contents of this conveyance, she Thay A.D. 1957. Large 21913610hm Notary Public
whose namen is signed to the foregoing conveyant the controlled ged before me on this day, that, being informed of executed the same will be an and seal, this gwood day of the same bears date. Notery Public, State of Alabama a My Commission expires rebruary Bonded by U. S. F. & G. THE STATE OF ALABAMA, County Intertify that	the contents of this conveyance, she of May A. D. 1957. though Boro, end Notary Public and for said County, in said State, hereby a subscribing witness.
is signed to the foregoing conveyant acknowledged before me on this day, that, being informed of executed the same bears date. Given under my hand and seal, this 922 day of Notary Public, State of Alabama a My Commission expiras February Bonded by U. S. F. & G. THE STATE OF ALABAMA, County Intertify that of the foregoing conveyance, known to me, appeared before	the contents of this conveyance, she Thay A. D. 1957. Large Light Bown of Notary Public and for said County, in said State, hereby a subscribing witness me this day, and, being duly sworn, stated
whose name is signed to the foregoing conveyant cknowledged before me on this day, that, being informed of executed the same bears date. Given under my hand and seal, this 9 the day of Notery Public, State of Alabama a My Commission expires Expruary Bonded by U. S. F. & G. THE STATE OF ALABAMA, County In the foregoing conveyance, known to me, appeared before that	the contents of this conveyance, she Thay A. D. 1957. Large A. D. 1957. Notary Public and for said County, in said State, hereby a subscribing witness me this day, and, being duly sworn, stated the Grantor
whose name up is signed to the foregoing conveyant acknowledged before me on this day, that, being informed of executed the same bears date. Given under my hand and seal, this 9 4 day of Notice Public, State of Alabama a My Commission expires Exprusery Bonded by U. S. F. & G. THE STATE OF ALABAMA, County Intertify that The foregoing conveyance, known to me, appeared before that Columnarily executed the same in presence, and in the prese	the contents of this conveyance, she A. D. 1957. Large A. D. 1957. Notary Public and for said County, in said State, hereby a subscribing witness, me this day, and, being duly sworn, stated the Grantor nce of the other subscribing witness, on the
whose name is signed to the foregoing conveyant that the same pears date. I Given under my hand and seal, this day the same bears date. Notary Public. State of Alabama a My Commission expires Exprusive Bonded by U. S. F. & G. THE STATE OF ALABAMA, County Intertify that The foregoing conveyance, known to me, appeared before that The same bears date; that attested the same in the presence ay the same bears date; that attested the same in the same in the same in the same in the same filed for record the day of the same in the same filed for record the day of the same in the same recorded in the same in the same of the same same in the same same in the same same same same same in the same same same same same same same sam	the contents of this conveyance, she That A. D. 1957. Large Motary Public Motary Public and for said County, in said State, hereby a subscribing witness, me this day, and, being duly sworn, stated the Grantor witness, on the e presence of the Grantor and of the
whose name we is signed to the foregoing conveyant to the foregoing conveyant to the foregoing informed of the same bears date. Given under my hand and seal, this given day of the foregoing expires feetinary. Bonded by U. S. F. & G. THE STATE OF ALABAMA, County In the foregoing conveyance, known to me, appeared before that given the same in the presence, and in the presence ay the same bears date; that given the same in the same same same same same same same sam	the contents of this conveyance, she Thay A. D. 1957. Large Notary Public and for said County, in said State, hereby me this day, and, being duly sworn, stated the Grantor nce of the other subscribing witness, on the e presence of the Grantor name as a witness in the conveyance, she page as a witness in the conveyance, she witness in the co
chose name is signed to the foregoing conveyant chronical ged before me on this day, that, being informed of the same bears date. Cover under my hand and seal, this day of the same bears date. Notery Public, State of Alebama a My Commission expires Expressive Bonded by U. S. F. & G. THE STATE OF ALABAMA, I, County Intertify that the foregoing conveyance, known to me, appeared before that the same bears date; that attested the same in the same bears date; that attested the same in the same in the same bears date; that attested the same in the same filed for record the day of the paid. Deced Tax of the boundard.	and for said County, in said State, hereby white the contents of this conveyance, she A. D. 19.57. Notary Public and for said County, in said State, hereby white and subscribing witness, a subscribing witness, and the content of the Grantor, and of the content of the within presence of the within presence of the within presence of the inortiage fax of the colock, and the mortage fax of the colock, and the colock fax of the c