

2969

\$3.85 2ed. Stamp

State of Alabama }
J E F F E R S O N County }

KNOW ALL MEN BY THESE PRESENTS,
BOOK 131 PAGE 131

That in consideration of - -TWO THOUSAND TWO HUNDRED AND NO/100 (\$2,200.00) - - - - - DOLLARS

to the undersigned grantors Jennie Bird and husband, George E. Bird

in hand paid by J. D. McLendon and wife, Earline R. McLendon

the receipt whereof is acknowledged we the said Jennie Bird and husband, George E. Bird

do grant, bargain, sell and convey unto the said J. D. McLendon and wife, Earline R. McLendon

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

Jefferson County, Alabama, to-wit:

Northwest Quarter (NW¹/₄) of the Northwest Quarter (NW¹/₄) of Section Thirty-four (34), Township Seventeen (17) Range One (1) East, in Shelby County, Alabama, subject to transmission line permit in favor of Alabama Power Company, as the same is recorded in Deed Book 131, at Page 162, in the Probate Office of Shelby County, Alabama.

Said property is sold and conveyed subject to mortgage thereon in favor of Elizabeth Schoettlin dated November 14, 1955, originally securing payment of \$1,000.00, and conveying said property, recorded in Book 241 of Mortgages, at Page 131, in the Probate Office of Jefferson County, Alabama. There is an unpaid principal balance due on said mortgage amounting to \$898.36, and the Grantees herein expressly assume and agree to pay the same according to the terms and tenor of said debt.

TO HAVE AND TO HOLD Unto the said J. D. McLendon and wife, Earline R. McLendon

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 lawfully seized in fee simple of said premises; that they are free from all encumbrances, warranted subject to said mortgage aforesaid, and taxes for 1956, 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 seals, this 20th day of June, 1956.

WITNESSES:

[Handwritten signatures of witnesses]

Jennie Bird (Seal.)
(Jennie Bird)
George E. Bird (Seal.)
(George E. Bird)

State of ALABAMA }
J E F F E R S O N COUNTY }

I, *[Signature]* a Notary Public in and for said County, in said State, hereby certify that Jennie Bird and husband, George E. Bird 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 16th day of July, 1956.

[Signature]
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 25 day of May, 1957 at 2 o'clock, P.M. and recorded in Book 187 Page 189 and the Mortgage Tax of Deed Tax of 3.50 has been paid.

Judge of Probate