

State of Alabama

SHELBY

County

Know All Men By These Presents,

That in consideration of \$100.00 and other good and valuable consideration and the ~~DOLLARS~~ assumption by the grantees of that certain mortgage from Alvin Everett Churchwell and Marjorie Churchwell to H. V. Higley as Adm. of Veterans Affairs, an officer of the U.S. of America dated 11/24/53 for the original principal amount of \$6650; recorded Mtg. Book 230 page 149 to the undersigned grantor in Probate Office of Shelby County, Alabama, in hand paid by R. E. Kendrick and Elma Kendrick

the receipt whereof is acknowledged we the said C. L. Oglesby and wife, Lorene Oglesby

do grant, bargain, sell and convey unto the said R. E. Kendrick and Elma Kendrick

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

Shelby

County, Alabama, to-wit:

Lot 2 Block 2 of Columbiana homes, Inc. Subdivision as the same appears of record 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. Said lot 2 in Block 2 is conveyed subject to outstanding rights of redemption and subject to all outstanding reservations of mineral and mining title and rights.

TO HAVE AND TO HOLD Unto the said R. E. Kendrick and Elma Kendrick

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 seals,

this 4th day of May, 1959.

C. L. Oglesby (Seal.)
C. L. Oglesby

Lorene Oglesby (Seal.)
Lorene Oglesby (Seal.)

State of ALABAMA

Shelby

COUNTY

I, Martha B. Joiner, a Notary Public in and for said County, in said State, hereby certify that C. L. Oglesby and wife, Lorene Oglesby 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 4th day of May 1959.

Martha B. Joiner As Notary Public

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within deed was filed for record the 4 day of May 1959 at 9 o'clock P. M. and recorded in Book Record 222 at page 222 and the Mortgage Tax Deed Tax has been paid.

Judge of Probate

the husband.

day of

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