

State of Alabama

SHELBY

County

BOOK 202 PAGE 421

Know All Men By These Presents,

That in consideration of Twenty-five Dollars and other good and valuable consideration

to the undersigned grantor L. H. Driver and wife, Lola Driver

in hand paid by Wilbur H. Moore and Barbara Moore

the receipt whereof is acknowledged we the said L. H. Driver and wife, Lola Driver

do grant, bargain, sell and convey unto the said Wilbur H. Moore and Barbara Moore

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

Shelby

County, Alabama, to-wit:

Commence at the northeast corner of the NW $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 2, Township 24, Range 13 East and run south along the east line of said forty acres 240 feet to the south-east corner of lot owned by Hattie Lee Battle to the point of beginning; thence west along the south line of said Battle lot and parallel with the north line of said forty acres run 140 feet to the east line of an unpaved street; thence along said street south and parallel with the east line of said forty acres 105 feet; thence east and parallel with the north line of said forty acres 140 feet to the east line of said forty acres; thence north along the east line of same 105 feet to the point of beginning; together with the full right of ingress and egress to and from said lot along a street which is 20 feet wide and extends north and south along the west line of said lot and intersects with a public road running along the north line of property owned by L. H. Driver.  
MINERALS AND MINING RIGHTS EXCEPTED.

TO HAVE AND TO HOLD Unto the said Wilbur H. Moore and Barbara Moore

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 day of April, 1959.

WITNESSES:

*L. H. Driver* (Seal.)  
L. H. Driver  
*Lola Driver* (Seal.)  
Lola Driver

State of ALABAMA

SHELBY

COUNTY

I, *Janette Littleton*, a Notary Public in and for said County, in said State, hereby certify that L. H. Driver and wife, Lola Driver 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 18<sup>th</sup> day of April 1959

*Janette Littleton* As Notary Public  
Notary Public, State of Alabama at Large  
My Commission Expires February 15, 1960  
Bonded by U. S. F. & G.

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within *Deed* was filed for record the *6* day of *July* 19 *59* at *2* o'clock *P.* M. and recorded in *Deed* Record *202* at page *421* and the Mortgage Tax *5* has been paid.

*CM Fowler*