

605 2nd floor 202/544

RETURN TO FIRST NATIONAL BANK, COLUMBIANA 51.00.

BOOK 202 PAGE 544
STATE OF ALABAMA

Know All Men By These Presents,

SHELBY COUNTY

That in consideration of One Dollar, and the assumption by grantees herein of ~~NOTARIES~~ that certain mortgage executed by grantors herein to the First National Bank of Columbiana, Alabama, dated December 2, 1958, and recorded in the Probate Office of Shelby County in Mortgage Book 257, page 359.

to the undersigned grantor Howard E. Smith and Alice P. Smith (husband and wife) in hand paid by David H. Smith and Katie Lou Smith (husband and wife)

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

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

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

Shelby County, Alabama, to-wit:

The S $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 21; and all that part of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 21 which Lies Northwest of the Montgomery Public Road; also all that part of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 22, which lies Northwest of the Montgomery Public Road, all in Township 21 South, Range 1 East, Shelby County, Alabama.

TO HAVE AND TO HOLD Unto the said Daivd H. Smith and Katie Lou Smith

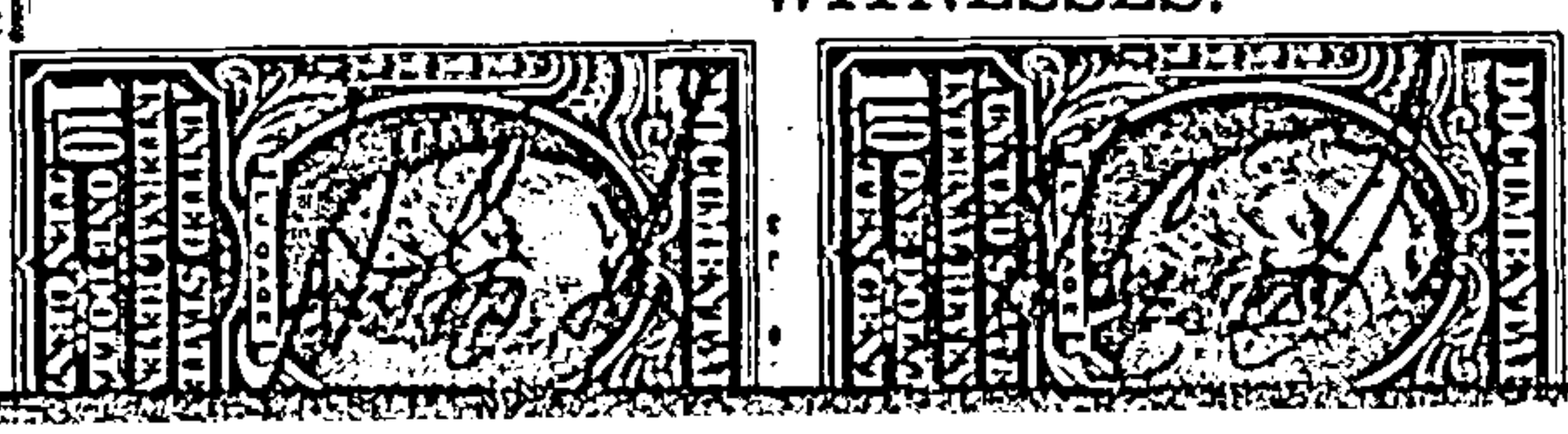
as joint tenants, with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein), in the event one grantee herein survives the 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; except as abbve noted,

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 hand^s and seal, this 16th day of July, 1959.

WITNESSES:



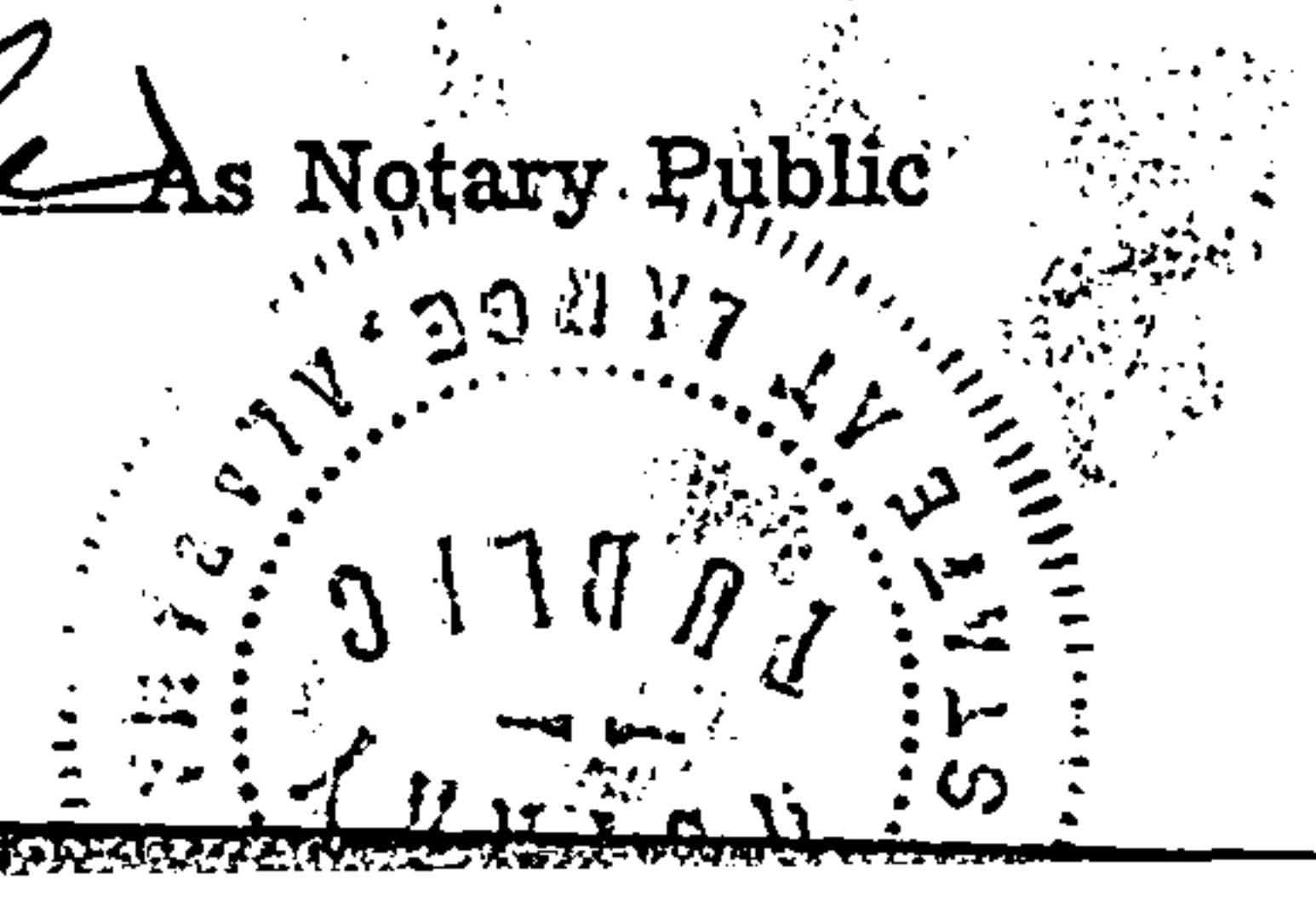
Howard E. Smith (Seal.)
Alice P. Smith (Seal.)

STATE OF ALABAMA
SHELBY COUNTY

I, Handy Ellis, State at Large for Alabama, a Notary Public/in and for said County, in said State, hereby certify that Howard E. Smith and Alice P. Smith (husband and wife) whose name s 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 19 59.

Handy Ellis As Notary Public
State at Large for Alabama



STATE OF ALAAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within deed was filed for record the 17 day of July 19 59 at 2 o'clock M. and recorded in Deed Record 202 at pages 544 and the Mortgage Tax Deed Tax 2.50 has been paid.

Conrad M. Fowler
Judge of Probate