

## WARRANTY DEED

7557

FILED 31 JULY 1959

THIS INDENTURE, made this 31st day of July, 1959,  
between Joseph B. Lowery and Odessa Lowery, his wife,  
of Shelby County, State of Alabama, parties  
of the first part, and Troy A. Macoy and Martha P. Macoy, his wife,  
of Shelby County, State of Alabama, parties  
of the second part;

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00), to them in hand paid by the said parties of the second part, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said parties of the second part, as joint tenants, with the right of survivorship, the following described land, lying and being in the County of Shelby State of Alabama, to wit:

Commencing at the Northeast corner of Section 16, Township 19, Range 2 East, and run thence South 87° 30' West, a distance of 261.4 feet to a point; run thence south 2° 30' East a distance of 219 feet, more or less, to the South margin of the right of way of the public road known as "The Old Vincent and Calcis Public Road", for point of beginning of the lands herein described and conveyed; from said point of beginning run thence South 2° 30' East a distance of 306 feet to a point; run thence South 8° 30' East a distance of 1003 feet to a point; run thence South 13° 30' East a distance of 253.7 feet to a point; run thence south 2° 30' East a distance of 840 feet, more or less, to a point on the South line of the Southeast Quarter of the Northeast Quarter of said Section 16, which said point is 105 feet South 87° 30' West from the Southeast corner of said Southeast Quarter of the Northeast Quarter of said Section 16; run thence South 87° 30' West to the Southwest corner of said Southeast Quarter of Northeast Quarter of said Section 16; run thence North 2° 30' West along the West line of the East half of the Northeast Quarter of said Section 16, to the point of intersection of said West line with the South right of way line of the public road known as "The Old Vincent and Calcis Public Road"; run thence in an Easterly direction along the South right of way line of said "Old Vincent and Calcis Public Road" to the point of beginning, and all being in the East half of the Northeast Quarter of Section 16, Township 19, Range 2 East;

There is excepted, however, from the above described lands 3 acres of land described as beginning at a point on the south right of way line of the "Old Vincent and Calcis Public Road" at a point 72 yards West of where the South right of way line of said "Old Vincent and Calcis Public Road" crosses Baker Spring Branch; run thence in a westerly direction along the South right of way line of said public road, a distance of 140 yards; run thence South 105 yards; run thence East 140 yards; run thence North 105 yards back to said public road and the point of beginning, and being a part of the Northeast Quarter of the Northeast Quarter of Section 16, Township 19, Range 2 East, and being the same land conveyed by deed recorded in Deed Book 116, on page 60, in the Office of the Judge of Probate of Shelby County, Alabama;

subject, however, to power line easement to Alabama Power Company and to an easement to use water from spring to E. C. Elliott, W. P. Elliott and John H. Elliott.



(Warranty Deed - transfer  
cases - all States)

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The above described land is subject to the following-described mortgage(s) or deed(s) to secure debt:

1. That certain mortgage or deed to secure debt to the United States of America executed by Joseph B. Lowery and Odessa Lowery, his wife, dated April 3, 1950, and recorded in Mtg. Book 212 at page 391, of the Public Records of Shelby County, State of Alabama;

and the said parties of the second part, by separate agreement executed as of the date hereof, assume(s) liability for and agree(s) to pay, as part of the consideration of this conveyance, all or a certain specified portion of the indebtedness secured by said mortgage(s) or deed(s) to secure debt.

TO HAVE AND TO HOLD to the said parties of the second part, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor, forever, together with every contingent remainder and right of reversion

And the said parties of the first part do, for themselves and for their heirs, executors, administrators and assigns covenant with the parties of the second part and their assigns that they are lawfully seized in fee simple of said premises; that they are free from all encumbrances; that they have a good right to sell and convey the same as aforesaid; that they will, and their heirs, executors, administrators, and assigns shall warrant and defend the same to the said parties of the second part and their assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand(s) and seal(s), the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Joseph B. Lowery (SEAL)  
Joseph B. Lowery  
Odessa Lowery (SEAL)  
Odessa Lowery

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STATE OF ALABAMA )

SHELBY )

COUNTY )

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I, Wales W. Wallace, Jr., a Notary Public in and for said County, in said State, do hereby certify that Joseph B. Lowery and Odessa Lowery, his wife, whose name(s) are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 31st day of July, 1959.



Wales W. Wallace, Jr.  
Notary Public

My commission expires: Oct. 25, 1959

~~My commission expires.~~

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within Deed was filed for record the 1 day of July, 1959 at 1 o'clock P. M. and recorded in West Record 203 at page 154 and the Mortgage Tax Deed Tax 1.00 has been paid.

Conrad M. Fowler  
Judge of Probate