

\$ 11.55 2nd Step

785

10,200.00

(For Transfer Cases)

WARRANTY DEED

THIS INDENTURE, made this 23rd day of November, 1959,
between Joe D. Kinney and Nora C. Kinney
of Shelby County, State of Alabama, parties
of the first part, and Charlie F. Smith and Gertrude W. Smith
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:

East half of the Northeast Quarter of Section 35 and the West half of
the Northwest Quarter of Section 36, all in Township 20 South, Range
1 East, Huntsville Meridian.

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 Otis Fancher and wife, Essie M. Fancher, dated November 25, 1947, and recorded in Mortgage Book 202 at page 114, of the Public Records of Shelby County, State of Alabama;

Securing the payment of indebtedness later assumed by Leroy Roberson and Myrtle Ruth Roberson by Assumption Agreement, dated July 1, 1948, recorded in Deed Record 134 at page 267, in the Office of the Judge of Probate of Shelby County, Alabama, subsequently assumed by Joe D. Kinney and Nora C. Kinney.

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.

BOOK 206 PAGE 112

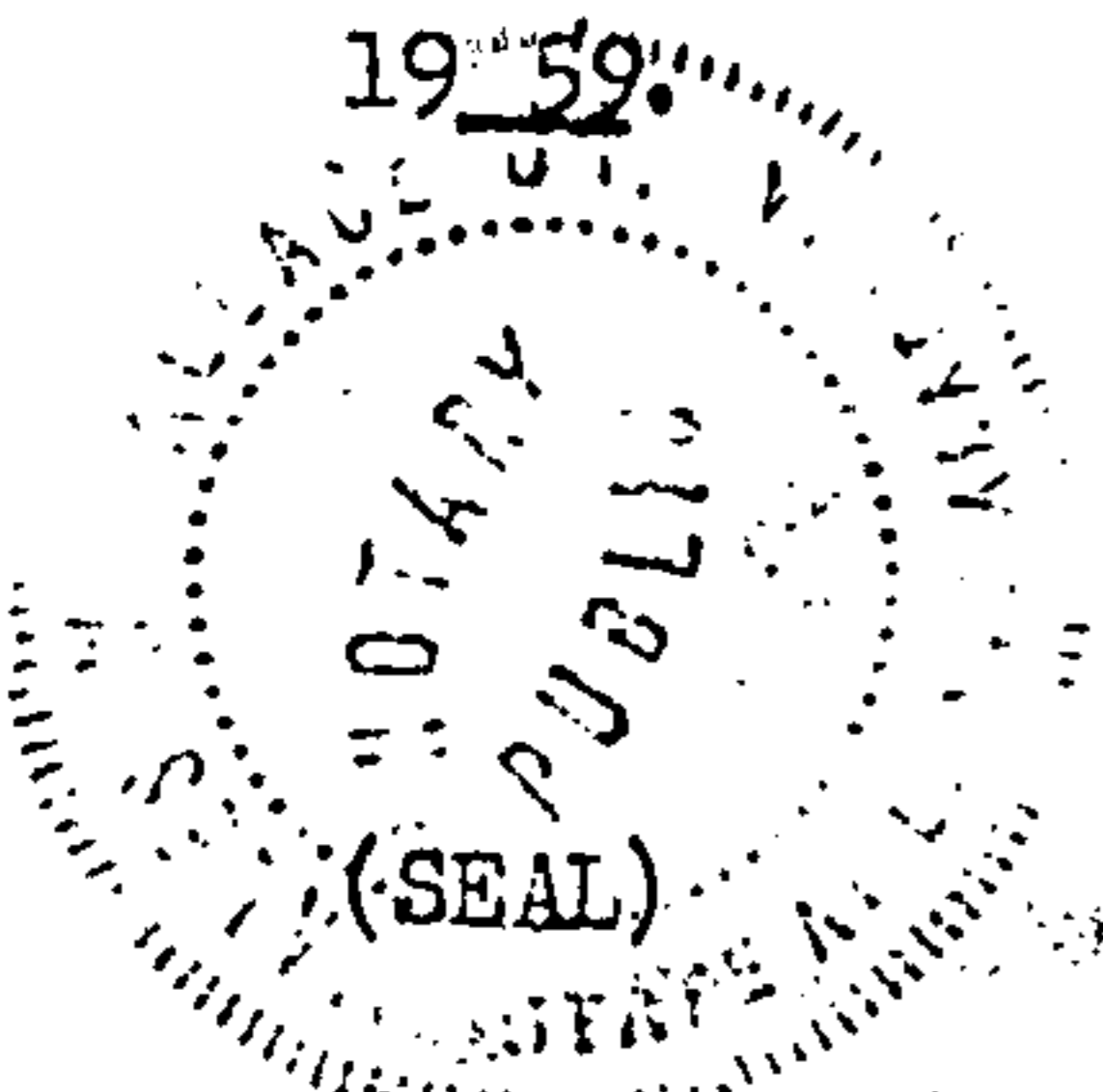
Joe D. Kinney (SEAL)
Nora C. Kinney (SEAL)

Signed, sealed and delivered in the presence of:

STATE OF ALABAMA)
SHELBY COUNTY)

I, Wales W. Wallace, Jr., a Notary Public in and for said County, in said State, do hereby certify that Joe D. Kinney and Nora C. Kinney, 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 23 day of November, 1959.



Wales W. Wallace, Jr.
Notary Public

My commission expires: 10/21/63

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within deed was filed for record the 23 day of Nov 1959 at 2 o'clock P. M. and recorded in Deed Record 206 at page 111 and the Mortgage Tax Deed Tax 10.50 has been paid.

Conrad M. Fowler
Judge of Probate