

STATE OF ALABAMA

SHELBY COUNTY

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1258

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Four Thousand Five Hundred and No/100's (\$4,500.00) Dollars to the undersigned grantors J. M. Allen and wife, Sherry Allen, in hand paid by Charles Henry Hayes and wife, Jennie Lou Hayes, the receipt whereof is acknowledged we the said J. M. Allen and wife, Sherry Allen, do grant, bargain, sell and convey unto the said Charles Henry Hayes and wife, Jennie Lou Hayes, as joint tenants, with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit: Whatlcy on October 15, 1941, as shown by deed recorded at page 436 of deed Book 110, Office of Judge of Probate, Shelby County, Alabama, and in said deed described as follows:

A certain parcel or tract of land situated in the South half of the SE $\frac{1}{4}$ of Section 18, Township 22, Range 3 West, and more particularly described as follows: "Commence at the point on the North side of the Montevallo and Tuscaloosa Public Road where the grantor's lands join the lands formerly known as the William O'Neal Place, on the northern boundary of said road, and run in a Easterly direction along said northern boundary of said road, a distance of seventy-two yards; thence in a northerly direction parallel with the present western boundary of grantor's lands, to the southern boundary of the said lands formerly known as the William O'Neal Place; thence in a westerly direction along said southern boundary to the Northwest corner of grantor's lands; thence in a southerly direction along the boundary between grantor's lands and said William O'Neal Place to the point of beginning, containing two and one-half acres, more or less.

AND ALSO

/ LOT NO. 1, described as follows:

Begin at the Northeast corner of Section 19, Township 22, Range 3 West, Shelby County, Alabama; thence West along the North boundary line of said Section 19, a distance of 1133 feet to the western boundary line of the right of way of the Southern Railway Company; thence in a southwesterly direction along the western boundary of said right of way a distance of 34.7 feet for a point of beginning; thence continue in a southwesterly direction along the western boundary line of said right of way a distance of 240.1 feet; thence in a westerly direction and parallel with the northern boundary line of said section 19 a distance of 249 feet to a street; thence North and along the eastern boundary line of said street a distance of 208.71 feet to the southern boundary line of the Tuscaloosa-Montevallo Road; thence east 367 feet to the point of beginning, containing 1.4 acres, more or less;

AND ALSO LOT NO. 2, described as follows:

Begin at the Northwest corner of Lot No. 1, as hereinabove described, and run West a distance of 20 feet for a point of beginning; thence south and parallel with the western boundary of said Lot No. 1, a distance of 208.71 feet; thence west and parallel with the northern boundary line of said section 19 a distance of 535.37 feet to the center of a branch; thence in a northwesterly direction along the center of said branch a distance of approximately 332 feet to the northern boundary line of said section 19; thence east along the northern line of said section 19 a distance of approximately 271 feet to the right of way of said Tuscaloosa-Montevallo Road; thence in a southeasterly direction along the boundary line of said Tuscaloosa-Montevallo Road a distance of approximately 52 feet; thence east along the southern boundary line of said Tuscaloosa-Montevallo Road and parallel with the northern boundary line of said Section 19, a distance of approximately 454 feet to the point of beginning, containing 3.2 acres, more or less.

TO HAVE AND TO HOLD UNTO the said Charles Henry Hayes and wife, Jennie Lou Hayes, as joint tenants, with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless hereby the joint tenancy/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, 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 15 day of February, 1962.

WITNESSES:

J. M. Allen (SEAL)
Sherry Allen (SEAL)

STATE OF ALABAMA
SHELBY COUNTY

I, L. E. Shaw, a Justice of the Peace, in and for said County, in said State, hereby certify that J. M. Allen and wife, Sherry Allen, 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 15 day of February, 1962.

L. E. Shaw
L. E. Shaw, Justice of the Peace

STATE OF ALA., SHELBY CO.,
I CERTIFY THIS INSTRUMENT
WAS FILED ON 4 PM

11-25 1966

RECORDED & \$ MTG. TAX

\$5.00 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE