

OK 7/1

470

J 36528

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF ALABAMA, SOUTHERN DIVISION

IN RE:

ROGER D. GRUBBS, Individually,
a/f/d/b/a Buttercup Farms, Inc.,
a/f/a partner in Shelby Farms,
a/f/d/b/a Alabaster Hitching
Post,

Bankrupt.

IN BANKRUPTCY

NO. 78-02099



19781213000165700 1/5 \$.00
Shelby Cnty Judge of Probate, AL
12/13/1978 12:00:00AM FILED/CERT

TRUSTEE'S DEED

THIS INDENTURE, made this the 29th day of November,
1978, by and between JOHN A. THAMES, as Trustee in Bankruptcy
of Roger D. Grubbs, Individually, a/f/d/b/a Buttercup Farms,
Inc., a/f/a partner in Shelby Farms, a/f/d/b/a Alabaster Hitching
Post, Party of the First Part, and HOMER L. DOBBS, PEGGY R. DOBBS,
V. C. HANDY and BOBBIE L. HANDY, Parties of the Second Part.

WITNESSETH THAT:

WHEREAS, on, to wit: July 11, 1978, a voluntary
petition in bankruptcy was filed by the above named bankrupt in
the United States District Court for the Northern District of
Alabama, Southern Division, Case No. 78-02099; and,

WHEREAS, subsequent to the filing of said petition on,
to wit: July 27, 1978, the Party of the First Part was duly
elected Trustee of said estate, that he qualified as such Trustee
and entered into proper bond with sureties approved by Hon. Stephen
B. Coleman, Bankruptcy Judge of said Court; that the Party of the
First Part has continued to act and is now acting and serving as
such Trustee; and,

WHEREAS, said Party of the First Part did on, to wit:
November 15, 1978, petition said Court for the right to sell to
the Parties of the Second Part the below described realty at and for
the sum of One Thousand Two Hundred Fifty and 00/100 (\$1,250.00) Dollars
cash, free and clear of all liens and encumbrances, but subject to
the right, title and interest in said property of W. Dave Upton;

BOOK 316 PAGE 782

Jeff Land Title

BOOK 316 PAGE 783

that certain mortgage heretofore executed by W. Dave Upton and Anne Upton; Roger D. Grubbs and Debra S. Grubbs, and John C. Brown and Mildred L. Brown to The Federal Land Bank of New Orleans, recorded in Mortgage Book 362, Page 976, and re-recorded in Mortgage Volume 362, Page 979, and that certain mortgage executed by Ted W. Benson and Bettie Benson, to John C. Brown, Jr., recorded in Mortgage Volume 336, Page 487, that certain mortgage given by W. Dave Upton and Anne Upton and Roger D. Grubbs and Debra S. Grubbs to Anniston Production Credit Association of Anniston, recorded in Mortgage Volume 363, Page 743; and that certain mortgage given by John C. Brown, Jr., and Ted W. Benson, Partners, d/b/a Brown Acres Poultry & Stock Farm to John C. Brown, Jr., recorded in Mortgage Volume 310, Page 33, said mortgage being extended by agreement recorded in Mortgage Volume 341, Page 266, all of said instruments being recorded in the Probate Court of Shelby County, Alabama, and excepting the following:

(1) Ad valorem taxes which purchasers agree to assume and pay.

(2) ~~All of the right, title and interest in the within described property in favor of one Cecil Wayne Gillen and Sherry Lynn Gillen by virtue of instrument recorded in Volume 266, Page 334.~~ *John G. [Signature]*

(3) All minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the within described property.

(4) Right of way for road and rights in connection therewith as granted to Shelby County, Alabama, as shown by instrument recorded in Deed Book 157, Page 64, in the Probate Office of Shelby County, Alabama; and,

WHEREAS, said Court did ratify and confirm said sale on the terms and conditions set out herein, on, to wit: November 29, 1978.

NOW, THEREFORE, the Party of the First Part, John A. Thames, as Trustee of the bankrupt estate of Roger D. Grubbs,

BOOK 316 PAGE 784

Individually, a/f/d/b/a Buttercup Farms, Inc., a/f/a partner of Shelby Farms, a/f/d/b/a Alabaster Hitching Post, in consideration of the power and authority vested in him as aforesaid, and the sum of One Thousand Two Hundred Fifty and 00/100 (\$1,250.00) Dollars, the receipt whereof is hereby acknowledged, does grant, bargain, sell and convey, free and clear of all liens and encumbrances, but subject to the right, title and interest in said property of W. Dave Upton, that certain mortgage heretofore executed by W. Dave Upton and Anne Upton; Roger D. Grubbs and Debra S. Grubbs, and John C. Brown and Milred L. Brown to The Federal Land Bank of New Orleans, recorded in Mortgage Book 362, Page 976, and re-recorded in Mortgage Volume 362, Page 979, and that certain mortgage executed by Ted W. Benson and Bettie Benson, to John C. Brown, Jr., recorded in Mortgage Volume 336, Page 487; that certain mortgage given by W. Dave Upton and Anne Upton and Roger D. Grubbs and Debra S. Grubbs to Anniston Production Credit Association of Anniston, recorded in Mortgage Volume 363, Page 743; and that certain mortgage given by John C. Brown, Jr., and Ted W. Benson, Partners, d/b/a Brown Acres Poultry & Stock Farm to John C. Brown, Jr., recorded in Mortgage Volume 310, Page 33, said mortgage being extended by agreement recorded in Mortgage Volume 341, Page 266, all of said instruments being recorded in the Probate Court of Shelby County, Alabama, and excepting the following:

(1) Ad valorem taxes which purchasers agree to assume and pay.

(2) ~~All of the right, title and interest in the within described property in favor of one Cecil Wayne Gillen and Sherry Lynn Gillen by virtue of instrument recorded in Volume 266, Page 334.~~ *John C. Brown*

(3) All minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the within described property.

(4) Right of way for road and rights in connection therewith as granted to Shelby County, Alabama, as shown by instru-



19781213000165700 3/5 \$.00
Shelby Cnty Judge of Probate, AL
12/13/1978 12:00:00AM FILED/CERT

ment recorded in Deed Book 157, Page 64, in the Probate Office of Shelby County, Alabama.

unto the Parties of the Second Part, HOMER L. DOBBS, PEGGY R. DOBBS, V. C. HANDY and BOBBIE L. HANDY, the following described real estate, to wit:

The E 1/2 of the SW 1/4 and W 1/2 of SE 1/4 of Section 14, Township 21, Range 2 West, EXCEPT the following tract of land: A part of the NW 1/4 of SE 1/4 of Section 14, Township 21, Range 2 West, Shelby County, Alabama, described as: Begin at a point where the Eastern boundary of the NW 1/4 of SE 1/4 of said Section 14 is intersected by the South-westerly right of way line of Shelby County Highway No. 26; thence run in a Southerly direction along the Eastern boundary of said 1/4-1/4 section a distance of 210 feet to a point; thence turn to the right an angle of 90 degrees and run Westerly a distance of 210 feet to a point; thence turn to the right an angle of 90 degrees and run Northerly parallel with the Eastern boundary of said 1/4-1/4 section to a point on the Southerly right of way line of Shelby County Highway No. 26; thence turn to the right and run Easterly and Southeasterly along the Southern right of way line of said Shelby County Highway No. 26 to the point of beginning; containing 1 acre, more or less.

All of S 1/2 of NE 1/4 of SE 1/4 of Section 14, EXCEPT 7 1/2 acres off of the East side thereof sold by D. C. Hand to R. M. Hand by deed recorded in Deed Book 83, Page 250, in the Probate Office of Shelby County, Alabama, in Township 21, Range 2 West.

ALSO, NW 1/4 of NE 1/4 and NE 1/4 of NW 1/4 and E 1/2 of NW 1/4 of NW 1/4 of Section 23, all in Township 21, Range 2 West.

Mineral rights as to the E 1/2 of NW 1/4 of SE 1/4 and S 1/2 of NE 1/4 of SE 1/4, Section 14, Township 21, Range 2 West excepted.

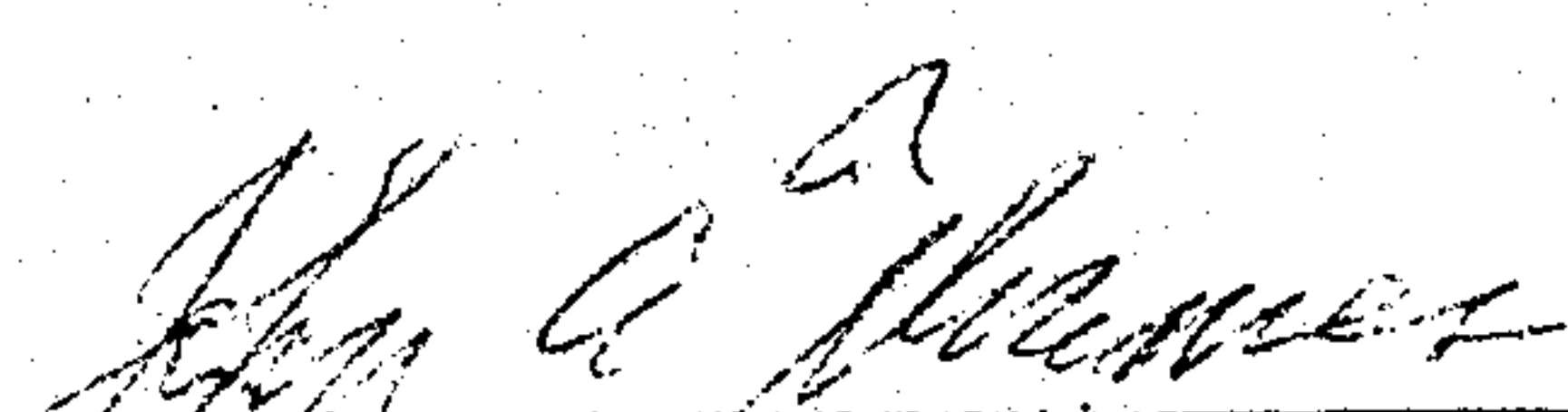
ALSO, LESS AND EXCEPT that part of the South 1/2 of NE 1/4 of SE 1/4 of Section 14, which lies North of a line 671.84 feet South of the North line of said 1/4-1/4 section.

Situated in Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said HOMER L. DOBBS, PEGGY R. DOBBS, V. C. HANDY and BOBBIE L. HANDY, their heirs and assigns forever.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set his hand and seal this 29th day of November, 1978.

19781213000165700 4/5 \$.00
Shelby Cnty Judge of Probate, AL
12/13/1978 12:00:00AM FILED/CERT

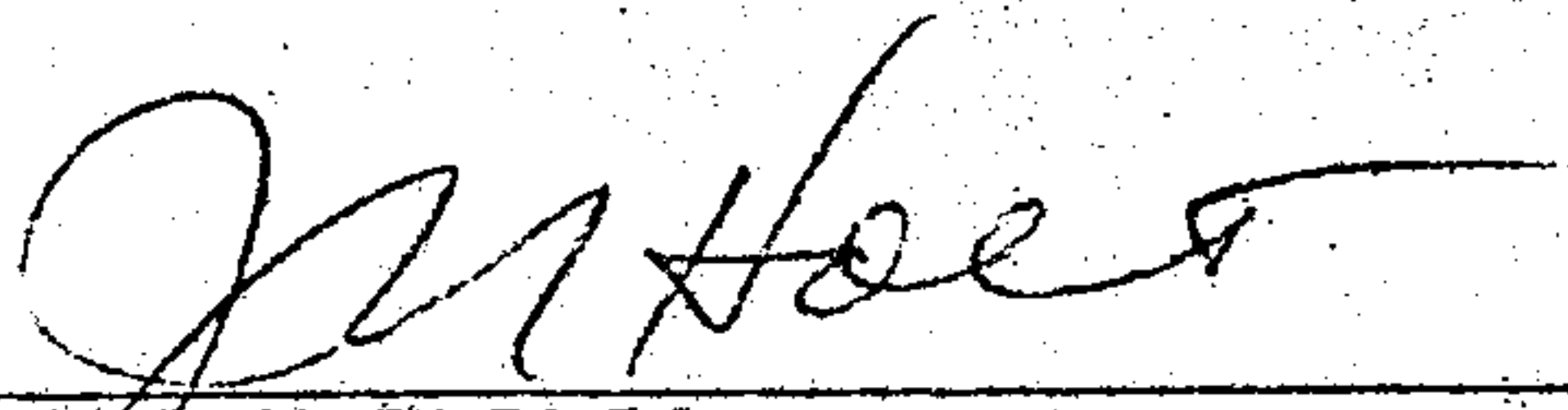

JOHN A. THAMES, as Trustee of the Bankrupt Estate of Roger D. Grubbs, Individually, a/f/d/b/a Buttercup Farms, Inc., a/f/a partner of Shelby Farms, a/f/d/b/a Alabaster Hitching Post.

STATE OF ALABAMA)

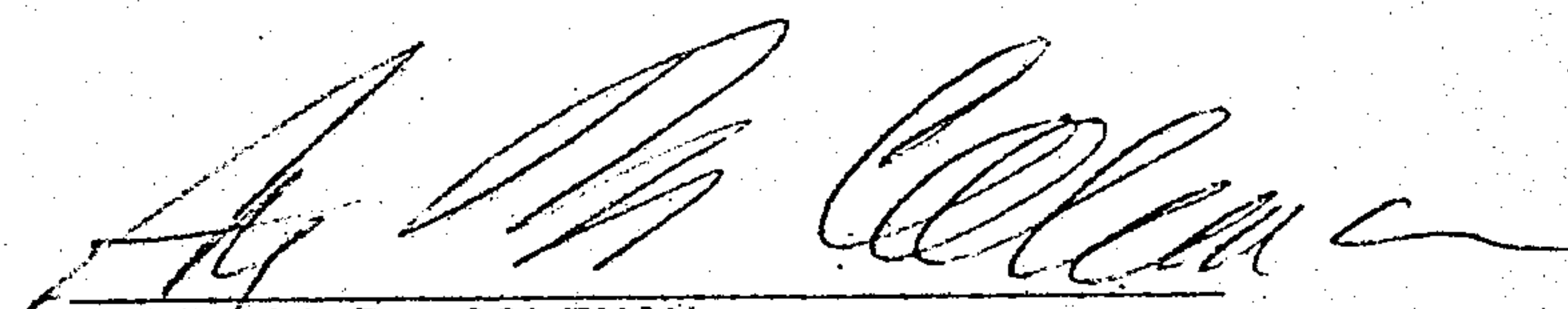
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said State and County, hereby certify that John A. Thames, whose name as Trustee of the Bankrupt Estate of Roger D. Grubbs, Individually, a/f/d/b/a Buttercup Farms, Inc., a/f/a partner of Shelby Farms, a/f/d/b/a Alabaster Hitching Post, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this date, that, being informed of the contents of the conveyance, he, in his capacity as such Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29th day of November, 1978.


NOTARY PUBLIC

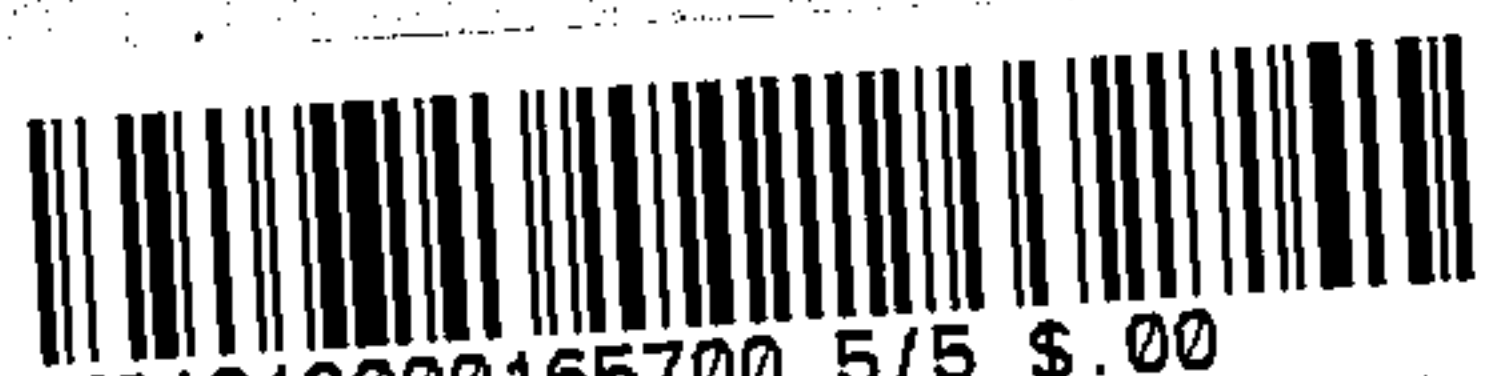
APPROVED:


STEPHEN B. COLEMAN
BANKRUPTCY JUDGE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1978 DEC 13 AM 8:53


JUDGE OF PROBATE


19781213000165700 5/5 \$.00
Shelby Cnty Judge of Probate, AL
12/13/1978 12:00:00AM FILED/CERT

Deed fee - 1.50
Re. 8.50
Deed 1.00
11.00

This Instrument was prepared by:
J. N. Holt
Holt & Cooper
Attorneys at Law
203 Frank Nelson Building
Birmingham, Alabama 35203
322-4551