

STATE OF ALABAMA)
JEFFERSON COUNTY)

WHEREAS, the undersigned Ramona Rhea and Juanita Blackwell are two of the residuary legatees and devisees under the last will and testament of Raymond R. Rochell, deceased, probated in and by the Probate Court of Jefferson County, Alabama; and

WHEREAS, the residuary estate of said Raymond R. Rochell, deceased, was left to the administration of the Trustees named in said will, and their successors in trust, the undersigned Juanita Blackwell being one such Trustee, and the grantee herein being another such Trustee at the present time; and

WHEREAS, the undersigned desire to sell to Mary Lee Osborne all of their remaining right, title and interest as beneficiaries of said residuary trust estate, or otherwise, at and for the price of \$14,000, or \$7,000 to each of the undersigned, payable as hereinafter set forth; and

WHEREAS, the hereinafter described personal, real and mixed property and assets constitute a part of said residuary trust estate. The undersigned have made a thorough investigation regarding the value and condition of said trust estate, and it is the purpose and intent of the undersigned to sell, assign and convey to said Mary Lee Osborne, all of their right, title and interest in and to all remaining property and assets belonging to said estate.

NOW, THEREFORE, in consideration of the premises, and of the sum of Six Thousand Dollars (\$6000) paid in cash to the

1991-11-28
No.

04/27/1994-13698

SHELBY COUNTY JUDGE OF PROBATE
19.50

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undersigned, (being \$3000 to Ramona Rhea and \$3000 to Juanita Blackwell) and the execution and delivery of notes bearing even date herewith for the balance of purchase price, described as follows:

(a) Note to Ramona Rhea due March 1, 1952 for \$2000, and note to Ramona Rhea due March 1, 1953, for \$2000, both notes bearing interest from date at rate of 5% per annum, payable annually on each March first after date until fully paid.

(b) Note to Juanita Blackwell due March 1, 1952 for \$2000, and note to Juanita Blackwell due March 1, 1953, for \$2000, both notes bearing interest from date at rate of 5% per annum payable annually on each March first after date until fully paid,

the undersigned Juanita Blackwell and husband Milton T. Blackwell and Ramona Rhea and husband Percy Rhea, do hereby transfer, sell, assign and convey to the said Mary Lee Osborne, all of their right, title and interest in and to the following described property and assets in said trust estate, viz: an undivided two sevenths interest in and to:

1. Funds deposited in The First National Bank of Birmingham, Ensley Branch, and in Birmingham Trust National Bank, in Birmingham, Alabama, to the account of said trust estate or to the account of the Trustees of said trust estate.

2. Rents or other income held by or payable to said trust estate or the Trustees thereof.

3. Estate 11, according to the survey of Mountain Brook Estates, Canterbury Sector, map of which is recorded in the Probate Office of Jefferson County, Alabama, in map book 19, at page 40, together with all furnishings and improvements thereon.

4. Estate 110, according to the survey of Mountain Brook, map of which is recorded in the Probate Office of Jefferson County, Alabama, in map book 17, at page 49, together with all furnishings and improvements thereon.

5. Lots 11 and 12, in Block 623, according to the Elyton Land Company's survey of the City of Birmingham, in Jefferson County, Alabama, together with the buildings, fixtures and improvements thereon.

6. The north half of southwest quarter of southwest quarter of southwest quarter of Section 19, Township 17, Range 3 containing approximately 5 acres lying north of Pratt City, in Jefferson County, Alabama.

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DEED 4655 PAGE 588

7. 15 acres of land described as all that part of southwest quarter of southeast quarter of Section _____ Township _____, Range _____, lying north and east of Trigger Creek, and northwest of Cahaba River in Shelby County, Alabama.

8. Also all other funds, accounts receivable, choses in action, real estate, property and assets belonging to said estate, or to the said Trustees thereof, or to which said estate or Trustees shall in the future be or become entitled, and whether vested or contingent, legal or equitable, or whether in possession or not.

TO HAVE AND TO HOLD to the said Mary Lee Osborne, her heirs and assigns forever.

This conveyance is made subject to all liens and encumbrances, if any, on or against said property or any part thereof, and the indebtedness, if any, owing by said trust estate, it being understood and agreed that the grantee herein shall pay all such indebtedness and encumbrances, if any, now or hereafter allocable to the shares of the undersigned transferred and conveyed hereby.

The undersigned hereby waive, and disclaim any intent to retain, a vendor's lien to secure the unpaid balance of said purchase price.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this the 13th day of March, 1951.



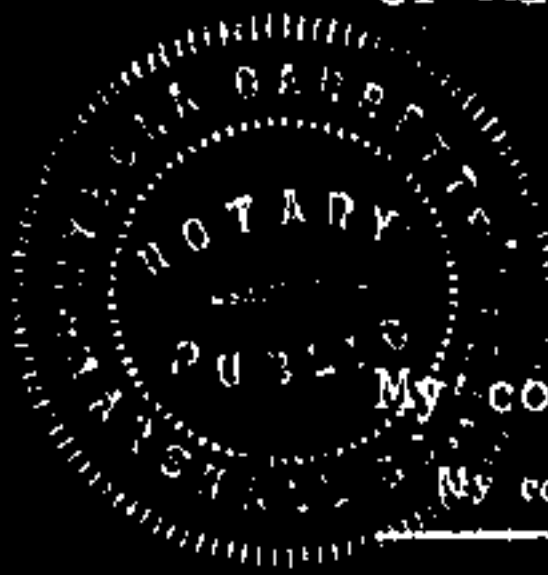
Ramona Rhea (L.S.)
Ramona Rhea
Percy Rhea (L.S.)
Percy Rhea
Juanita Blackwell (L.S.)
Juanita Blackwell
Milton T. Blackwell (L.S.)
Milton T. Blackwell

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STATE OF TENNESSEE
COUNTY OF *Marshall*

I, the undersigned authority, in and for said County, in said State, hereby certify that Ramona Rhea and husband Percy Rhea 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 *15th* day of *March* of March, 1951.



Virginia Garrett
Notary Public.

My commission expires:

My com. expires Nov. 18, 1952.

STATE OF TENNESSEE
COUNTY OF *Marshall*

I, the undersigned authority, in and for said County, in said State, hereby certify that Juanita Blackwell and husband Milton T. Blackwell 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 *3rd* day of *March* 1951.



Virginia Garrett
Notary Public

My commission expires:

My com. expires Nov. 18, 1952.

PROPERTY TAX \$ *6.00* & MTG. TAX \$ *12.00*
HAS BEEN PAID ON THIS INSTRUMENT.

Thomas C. Garner
Judge of Probate

FILED IN OFFICE FOR RECORD THIS THE *MAR 11 1951* AND
DULY RECORDED IN *4655* PAGE *586* TOM C. GARNER, Judge of Probate
DEED 4655 PAGE 586

Inst # 1994-13698

04/27/1994-13698
09:48 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 19.50

CERTIFIED COPY

STATE OF ALABAMA
JEFFERSON COUNTY

I, THE UNDERSIGNED, AS JUDGE OF THE
COURT OF PROBATE, IN AND FOR SAID
COUNTY, IN SAID STATE, HEREBY CERTIFY
THAT THE FOREGOING IS A FULL, TRUE
AND CORRECT COPY OF THE INSTRUMENT
WITH THE FILING OF SAME AS
APPEARS OF RECORD IN THIS OFFICE
IN VOL. 4655 RECORD OF Deeds ON
PAGE 586. GIVEN UNDER MY HAND
AND OFFICIAL SEAL, THIS THE 11th DAY
OF February, 19 94.

George C. Reynolds
JUDGE OF PROBATE