Agreement between J J Norris & M A Norris & Jas. T. Johnston

The State of Alabama
County of Shelby } This agreement made and entered into this 1 day of September 1882 by and between Jas. T. Johnston of Selma, Ala., of the first part and Jasper J Norris and Mary A. Norris (a feme dealer) of the State and County aforesaid of the second part witnesseth:

That said Johnston in consideration of the agreements and stipulations hereinafter set forth theretofore entered into has erected a cottage at Shelby Springs in said State and County at a cost to him of Four hundred and Five and 21/100 dollars and on the land owned by the said Mary A Norris. That in consideration of the erection of said cottage by said Johnston and of the benefit that they would derive from having said Johnston and his family as a visitor to said Springs, the parties of the second part agree and by these presents agree and stipulate as follows: First that said Johnston shall have free use and enjoyment of the ground around and under said cottage or much thereof as may be convenient or necessary to the enjoyment and pleasure of those occupying said cottage, not to exceed that part of said lands lying between the garden fence and the Guy Smith thenfrom and in the east side of the Railroad and portion of first part agree that no other building shall be erected on said land within 50 feet of said cottage without the consent of said Johnston.

Second — that so long as said Johnston shall with his family board at the Hotel or so long as said cottage shall be occupied during the usual season by friends or tenants of said Johnston who shall board at the Hotel kept by said Shelby Springs, the said Johnston shall have the free enjoyment of said cottage and land, the building belonging absolutely to him. But if said Johnston shall fail to occupy said cottage during the usual season and fail also to rent or have the same occupied during the usual season for such occupancy, or if said cottage being so occupied during such

reason, the occupants shall fail to board at said Hotel, a suitable Hotel being open for their accommodation, then and in that event said Norris shall have the right to collect as ground rent during any and every such year the sum of Eight 00/100 Dollars from said Johnston. It is also understood and agreed that if said parties of second part shall at any time sell the Shelby Springs property including the land now occupied by said Johnston, they shall have the right to purchase said building from said Johnston at and for the sum of $405.21 and any other sum said Johnston may expend in further improvements on said cottage or land: that is to say by paying to said Johnston any and every sum paid out by him in permanent improvements on said land. It is also understood and agreed that said Johnston may erect any outhouse or other building on said land for the convenience or use of himself or the occupants of said cottage but not for public use on the same terms conditions and stipulations hereinabove setforth. It is further understood and agreed that said Johnston may sell transfer or assign all the rights herein granted to him to any respectable white person. In witness whereof the parties hereto have set their hands and seals the above date written.

The words "during the usual season" on last line page first, and "a suitable Hotel being open for their accommodation" in 3rd line 2nd page interlined before signing.

Jos. F. Johnson (LS)
Mary A Norris (LS)
J J Norris (LS)

The State of Alabama
County of Dallas } I, Jon Haralson, Judge of the City Court of Selma hereby certify that Jasper J. Norris and Mary A Norris whose names are signed to the forgoing agreement and who are known to me acknowledged before me on this day that being informed of the contents of the agreement they executed the same voluntarily on the day the same bears date. Given under my hand this 1st day of September A.D. 1882

Jon Haralson, J.C.C. of Selma

for value received I hereby sell assign and transfer all my rights under the above Contract to J M Dedman
February 26th 1887 — Jno. F. Johnston.

Filed for Record Jan. 17, 1889 & Recorded.
R W Cobb
Judge of Probate.