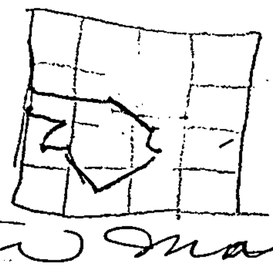
Stone To Cosby 15



State of Alabama } This indenture made and entered
Pallady County } into this 3rd day of December AD
1889 by and between J E Stone and his wife Maggie C. Stone and P L Smith parties of the first part and John Cosby of the County of Shelby and State of Alabama of the second part

Witnesseth: That the said parties of the said parties of the first part for and in consideration of the sum of Two hundred and ninety five Dollars to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged have this day granted bargained, sold, aliened enfeoffed and conveyed and do by these presents grant bargain sell enfeoff Allieu + convey unto the said John Cosby all that certain lot tract or parcel of land lying and being in the county of Shelby and State of Alabama and more particularly described as follows to wit

Beginning at 1/2 mile stake on the western line of section 14 Township 18 of Range 2 east thence north 3 + 1/2 degrees West 10 chains thence East 3 degrees South 29.50 chains to the Branch thence down the Branch 3 Chains thence East 27 + 1/2 degrees South 20.90 chains to little Creek thence up little Creek 4 + 1/2 Chains thence up Mountain East 9 degrees South 6.50 Chains to the top of the Mountain thence along the top of the Mountain South 39 degrees West 28.30 Chains thence North 42 degrees West 27.68 Chains to green post oak thence West 15 degrees South 14.40 to dry branch thence up dry branch North 26 1/2 degrees East 9.50 Chains thence West 3 + 1/2 degrees South 13.10 Chains to the point of beginning

To have and to hold the said above described and hereby granted premises together with the tenements and appurtenances thereunto belonging or in anywise appertaining unto the said John Cosby his heirs and assigns forever

And the said J E Stone Maggie C Stone and P L Smith parties of the first part for themselves their heirs executors and administrators do hereby warrant and will forever defend the title to the above described and hereby granted premises unto the said party of the second part his heirs and assigns from and against the lawful title claim or demand of any and all persons whomsoever Provided however that I at

any time within two years from the date of this deed the parties of the first part shall pay the parties of the second part the sum of Two hundred and ninety five ($295.00) Dollars together with the percent per annum thereon and all other lawful charges as the same are defined in Section 1881 of the Code of Alabama of AD 1886 then this conveyance to be void and the party of the second part shall through an reconveyance to the parties of the first part the lands hereinabove described it is further understood and agreed that should the party of the second part have rented said lands for a term that shall not have expired at the time of such payment and reconveyance then the amount of such rent shall be divided between the parties of the first and second part hereto proportionately the party of the second part receiving a pro rata of the rent from the commencing of the term until the time of such payment and reconveyance and the parties of the first part receiving the balance But if the rents have not been collected for such time at the time of such payment the parties of the first part must pay unto the parties of the second part his proportion of the rent up to that time provided it is rented for a stated sum per annum and in such event the party of the second part will transfer his rents notes or obligations to the parties of the first part but if said lands be rented for a portion of the crop then the division shall be made as hereinbefore stated but the parties of the first part shall not be under obligations to pay to the party of the second part this proportion of such rent until the same becomes due and when it does become due the parties of the first part agree to divide the same with the party of the second part in the proportion hereinbefore stated

In testimony whereof we have hereunto set our hands and seals the day herein before written

P L Smith (LS)
J E Stone (LS)
Maggie C Stone (LS)

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State of Alabama } I G R Miller Judge of Probate
Talladega County } in and for said State & County do hereby certify that J E Stone and Maggie C Stone his wife and P L Smith 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

Witness my hand this 3rd day of December AD 1889

G R Miller
Judge of Probate

Filed for Record Feby 7 – 90 – & Recorded
R W Cobb Judge of Probate