

Shelby County,) This indenture made and entered into this the 18th. day of June 1903
by and between R. L. Killough a widower, Charles A. Killough and his wife Julia M. Killough, F. May Lyman, and her husband E. S. Lyman, who joins herein to enable his said wife to enter into this conveyance, and consents to and concurs therein, and Abner N. Hawkins and his wife M. P. Hawkins, parties of the first part, and Norman W. Smith Jr. party of the second part, witnesseth: that for and in consideration of the sum of twenty seven hundred and fifty dollars (\$2750.00) in hand paid by said party of the second part the receipt whereof is hereby acknowledged, said parties of the first part have granted bargained and sold, and do by these presents grant, bargain sell and convey unto

said party of the second part eleven-twelfths ($11/12$) undivided interest in and to the following described real estate lying and being in said county of Shelby and State of Alabama to wit: The west half of the north west quarter of section fourteen (14) the north east quarter of section fifteen (15) all that part of the south half of section ten (10) lying east of Shoal Creek and south of the mill road known as the "Killough Mill Road" leading from the Ashville Road to the mill known as the "Killough's Mill" the north west quarter of the south east quarter (NW $1/4$ of SE $1/4$) and the north east quarter of the south ~~xxx~~ west quarter of section eleven (11); All that part of the west half of the west half of section eleven (11) lying east of the Ashville Road and all those parts of the east half of the north west quarter and south west quarter of north east quarter of section eleven (11) lying south and west of a certain lane leading from said Ashville road near the present residence of Marcus A. Denson to Spring Creek, and known as the Alexander Mill Road" all in township twenty two south (22S) Range three (3) west and known as the "Killpugh" Place". To have and to hold together with all and singular the rights, privileges, tenements and hereditaments thereunto belonging or appertaining unto said party of the second part his heirs and assigns forever except it is understood and agreed by and between the parties hereto that the said Ashville road, running through and bordering a portion of said tract of land, is an established and regular highway and that no warranty, expressed or implied herein, shall be held to apply to the ground occupied by or used as said public highway, but the same is hereby conveyed subject to the rights and easements of the public therein. And said parties of the first part hereby covenant with said party of the second part that with the exception above specified they are lawfully seized in fee simple of the said eleven twelfths undivided interest in the above described and hereby granted real estate, that they have a good right to sell and convey the same and that they will warrant and defend the title to the same to said party of the second part his heirs and assigns against the lawful claims and demands of any and all persons whomsoever, either at law or in equity. And Richard Wilmer Hawkins who heretofore bargained and sold to the above named Abner N. Hawkins His undivided one twelfth ($1/12$) interest in the estate of Mrs. Ann Killough and conveyed the same by deed dated the 18th, day of December 1901, intending thereby to convey this interest in the lands above described, which deed is hereby referred to in explanation of his joining herein, and Lucy H. Lyman, mortgagee of the said F. May Lyman, and E. S. Lyman; as to one third undivided interest in the above described land, for and in consideration of the sum of one dollar to each of them in hand paid the receipt whereof is acknowledged do hereby remise, release, quit-claim and convey unto said Norman W. Smith Jr. all their right title interest and estate in and to the land hereinbefore described and conveyed by said parties of the first part. In testimony whereof we have hereunto set our hands and seals on this the day and date first above written.

R. L. Killough. SEAL.

Charles A. Killough. SEAL.)

Julia M. Killough. SEAL)

F. May Lyman. (SEAL.)

E. S. Lyman. (SEAL.)

Abner N. Hawkins. (SEAL.)

M. P. Hawkins. (SEAL.)

Richard Wilmer Hawkins.(SEAL.)

Lucy H. Lyman. (SEAL.)

The State of Alabama,

Shelby County.) I, William Lyman, a notary~~pub~~ public in and for said county in said state hereby certify that R. L. Killough, Charles A. Killough, Julia M. Killough, F. May Lyman E. S. Lyman and Lucy H. Lyman 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 this 12th day of June 1903.

WM. Lyman Notary Public.

The State of Alabama)

Jefferson County) I A. S. pow, a Notary Public in and for said County in said State hereby certify that Abner N. Hawkins and M. P. Hawkins his wife and Richard Wilner Hawkins 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 this 8th day of June 1903.

A. S. Pow, Notary Public.

Filed for record on the 11th day of February 1904, and recorded,

A. P. LONGSHORE Judge of Probate.
