From R.A. Owen & wife to Shelby Iron Co.

State of Alabama, } This Indenture, made and entered
Shelby County } into by and between Robert A. Owens and his wife, Mary J. Owens, parties of the first part, and the Shelby Iron Company, a body corporate, organized under the laws of New Jersey, party of the second part.

Witnesseth: That for and in consideration of One Thousand and Fifty 0 $\frac{100}{100}$ Dollars in Land paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, and the payment of Dollars, in full of any of the court costs in case, (except the fees of plaintiffs witnesses), the part of the costs assumed by the party of the second part, in the suit wherein Robert A. Owens individually and as administrators is plaintiff and the Shelby Iron Company, defendant, pending in the Circuit Court of Shelby County Alabama, the said parties of the first part do hereby grant, bargain, sell and convey

unto the party of the second part the right to use any water flowing on or through the following described lands, lying and being in Shelby County, Alabama, and more particularly described as follows, to-wit: The NW ¼ of the NW ¼ of Fractional Section 22, Township 22, Range 1 East, and that part of Southwest Fraction of said Section 22 lying within the Southwest corner of said NW ¼ of NW ¼ of Fractional Section 22, Township 22, Range 1 East, and running South along the Section line, across Spring Creek and up to the top of a rocky ridge, from thence in a northeasterly direction along on the top of said rocky ridge to the line running South from the South East Corner of the above described NW ¼ of NW ¼ of Fractional Section 22, Township 22, Range 1 East, from thence North along said line, to the East bank of said creek, from thence along said East bank of said Creek to the South boundary line of NE ¼ of NW ¼ of said Fractional Section, Township and Range, from thence West to the original starting point, also all of that portion of NE ¼ of NW ¼ of Fractional Section 22, Township 22, Range 1 East lying west of the East bank of said Creek and being in the South West corner of said tract.

To have and to hold said right in said party of the second part, its successors and assigns in fee simple forever.

It being the purpose of this conveyance to convey the right to use the water now used by the Shelby Iron Company at its pumping station above said above described lands, and use at any future time any additional amount that it may desire, provided that said Shelby Iron Company shall have no right to go upon the premises referred to, but the right granted is simply

the right to use the water or any amount thereof flowing upon said land before it reaches said property; and to relieve and release said Shelby Iron Company, or its successors and assigns from any liability for the use of said water which otherwise would flow in or upon said above described premises.
It is further agreed by the party of the first part, Robert A. Owens, individually and as administrator that he will and does hereby dismiss the suit above referred to against the party of the second part, and will satisfy all damages which he may have against the party of the second part for the taking of any water from said premises or otherwise growing out of the litigation pending or arising since the bringing of said suit. The said sum being in full satisfaction of all claims that the parties of the first part hold against the party of the second part, incident to, or growing out of the use or diversion of said waters from said premises. It is further agreed and understood that said parties of the first part will protect the party of the second part against all claims or damages of any person or persons as far as diverting water from the above described premises is concerned. Said parties of the first part covenant and agree that they have an indefeasible right in fee simple in and to said above described premises, and that the same is free from all incumbrances, and that they alone have the right to claim damages for the diversion of said water or injury to said premises now or heretofore, and agree to protect said party of the second part from any claim which may be asserted by any other party as far as the diversion of said water from said premises is concerned.

Said parties of the first part further warrant and will forever defend the interest and rights hereby conveyed in said premises against the claims of any and all persons whomsoever.
Witness our hands and seals this the 29th day of March, 1905.
Attest:

Robert A. Owen (L.S.)
Mary J. Owen (L.S.)

State of Alabama,
Shelby County, } I, W. W. Wallace a Notary Public & Ex off. J.P. in and for said State and County, hereby certify that Robert A. Owens and his wife, Mary J. Owens, 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 and year the same bears date.
Given under my hand and seal this 29th day of March, 1905.

W. W. Wallace
Notary Public & Ex. off. J.P.

State of Alabama,
Shelby County, } I, W. W. Wallace, a Notary Public & Ex off. J.P. in and for said State and County hereby certify that on the 29th day of March, 1905, came before me, the within named Mary J. Owens, known to me to be the wife of the within named Robert A. Owens, who, being examined separate and apart from her husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint, or threats on the part of her husband.
I further certify that the interlineations in ink in full of all court costs in case (except the fees of plaintiffs witnesses) & incident to or grow-

ing out of the use or diversion of said water from said premises & water front said, were made before signing by parties.
In witness whereof, I have hereunto set my hand and seal this 29th day of March, 1905.

W. W. Wallace
Notary Public & Ex-off. J.P.

Filed for record Mch 30. 1905 & recorded.