The State of Alabama } Know all men by these
Montgomery County } presents, That we, John
W. Durr, Jr.; as executor of the last will
and testament of John W. Durr, Sr., John
H. Durr, Jr., and Kate H. Durr, sole devisees
under said will, and Lucy J. Durr, wife
of the said John W. Durr, Jr.; in consid-
eration of the release to be made in favor
of said John H. Durr, Jr. as executor and
said John H. Durr, Jr. and Kate H. Durr
as devisees aforesaid and to be delivered
to them contemporaneously with the deliv-
ery of this deed by Meyer L. Greil; The
First National Bank of Cincinnati as
the successor in interest of the Merchants
National Bank of Cincinnati; Equitable
Trust Company of New York as the successor
in interest of the Bowling Green Trust Com-
pany and by the Birmingham Trust & Sav-
ings Company of a certain mortgage ex-
ecuted by John H. Durr, Sr. to Josiah Mor-
ris & Company bearing date the 13th day of
March, 1895 and recorded in the office of the
Judge of Probate of Shelby County, Alabama,
in Mortgage Book 56 at page 33 of said Vol-
ume, which said mortgage covers the real
estate herein conveyed, as well as the mineral
interests in about five thousand (5000)
acres of land situated in Shelby County,
Alabama in the said conveyance also
described (said Meyer L. Greil and said
First National Bank of Cincinnati and

said Equitable Trust Company of New York and said Birmingham Trust & Savings Company being the only parties holding and owning the indebtedness secured by said mortgage), and in further consideration of the release of said indebtedness, have bargained and sold and do hereby grant, bargain, sell and convey unto Meyer L. Greif and Tom O. Smith as Trustees for the use and benefit of the said Meyer L. Greif; The First National Bank of Cincinnati; The Equitable Trust Company of New York and the Birmingham Trust & Savings Company, in the proportion hereinafter stated, those certain lands situated in Shelby County, Alabama and known as the "Durr fee simple" lands, and more particularly described as follows:

The north half and the South-East quarter and the South half of the South-West quarter of Section two (2); the East half of the East half and the north-west quarter of the north-East quarter and the north half of the north-west quarter and the South-west quarter of the South-west quarter of Section four (4); the East half and the South half of the north-west quarter and the north half of the South-west quarter and the South-west quarter of the South west quarter of Section eight (8); the South half of the north-west quarter of Section nine (9); all except the north-west quarter of the
10 north-west quarter of Section ten (10); the South half and the north-east quarter and the South-east quarter of the north-west quarter of Section twelve (12); all of Section fourteen (14) except the north-west quarter of the north-west quarter; all of section sixteen (16); the South-East quarter of the north-east quarter and the north-east quarter of the South-east quarter of Section Seventeen (17); the East half of the South-East quarter and the South-west quarter of the South-east quarter and the South-east quarter of the north-east quarter of Section eighteen (18); the South half and

the north west quarter and the northwest quarter of the north-east quarter and the South-east quarter of the North-east quarter of Section twenty (20); the North-east quarter and the north half of the South-east quarter and the South half of the South-west quarter and the north-east quarter of the South-west quarter and the north-west quarter of the north-west quarter of Section twenty-two (22); the north-east quarter of the north-east quarter of Section twenty-four (24); the west half of the East half and the East half of the South-west quarter of Section twenty-eight (28); the South-east quarter of the South-east quarter and the West half of Section thirty (30); the north-east quarter and the north-east quarter of the north-west quarter and the East half of the South-west quarter and the South-west quarter of the South-west quarter of Section thirty-two (32); and the South-east quarter of the north-east quarter of Section thirty-six (36) — all in Township nineteen South (19 S.), Range one (1) west, containing in all six thousand and forty-three (6043) acres, more or less; as also any and all other lands situated in said County of Shelby and owned in fee simple by the said John N. Durr, Sr. at the time of his death.

To have and to hold the aforegranted premises unto the said Meyer L. Greil and Tom O. Smith, as trustees aforesaid, for the use and benefit of the said Meyer L. Greil, Birmingham Trust & Savings Company, The First National Bank of Cincinnati, and the Equitable Trust Company of New York in the following proportion: To the said Meyer L. Greil an undivided 69.3%. — To the said First National Bank of Cincinnati an undivided 15.2%. To the Equitable Trust Company of New York, an undivided 8% — To the Birmingham Trust & Savings Company, an undivided 7.5%.

It is understood that the use herein of the words "grant, bargain, sell and convey" shall not operate as a Covenant further

than as against acts done by the said John W. Durr, Jr. in his life time and by the grantors herein since his death

It is further understood that this conveyance is accepted by the said Trustees for the benefit of said beneficiaries according to their said respective interests as among themselves and that this Conveyance is made to the said Trustees instead of to the said beneficiaries ~~at~~ at the instance and request of the said beneficiaries; and for convenience, and so that should it be desired to sell and convey the said land, the said Trustees may and are hereby invested with full power and authority to sell and convey said property and that their conveyance shall operate to divest all the title, legal or equitable, out of the said beneficiaries and vest the same in any person or persons to whom said Trustees may convey.

And the said John W. Durr, Jr. having in his life time executed in favor of Knobe & Scott, a partnership composed of Julius P. Knobe and Thomas J. Scott, an instrument in writing by which he agreed that they should have an interest in the said lands or the proceeds thereof, on considerations existing as between them, and the said John W. Durr, Jr., as executor aforesaid and the said John W. Durr, Jr. and Kate H. Durr, as devisees aforesaid having agreed, in consideration of the release in their favor (by the release and discharge of said mortgage and of the indebtedness thereby secured) of the said mineral interests included therein, that all persons and parties interested in said agreement so made with the said Knobe & Scott, should join in this Conveyance for the purpose of releasing and conveying their interests in said fee simple lands hereinabove described, that they would settle with and adjust the claims of said Knobe & Scott, which are now held and owned by the said Julius P. Knobe and Mrs Mary A. Scott as devisee under the will of Thomas J. Scott, deceased, pursuant to an agree-

ment existing between said John H. Durr, Jr. individually and as executor aforesaid and said Kate H. Durr, of the one part, and the representatives of the said Claim of Knobe & Scott, on the other;

Now, Therefore, in consideration of the premises and of the sum of one dollar to us in hand paid, we, the undersigned Julius P. Knobe, individually and as surviving partner of the said firm of Knobe & Scott and his wife, Eugenia Knobe, and the said Mary A. Scott, do hereby remise, release, quit claim and convey to the said Meyer L. Greil and Tom O. Smith as Trustees aforesaid, all of the right, title, claim and interest of every kind and description which was formerly owned by said Knobe & Scott under and by virtue of the said agreement between them and the said John H. Durr, Sr. and which is now owned or claimed by us, in and to the lands hereinabove conveyed and particularly described.

And we the said Julius P. Knobe and Mary A. Scott do hereby represent to the said Meyer L. Greil and Tom O. Smith, as Trustees aforesaid, that we are the sole owners of the said claim, and that no other person or party whomsoever, has any right, title, claim or interest therein, or in the lands herein conveyed, by virtue of said claim or the agreement with the said Knobe & Scott.

And we the said John H. Durr, Jr. as executor aforesaid and John H. Durr, Jr. and Kate H. Durr, do hereby represent and warrant that no part of the real estate herein conveyed shall be or become liable or subjected to the payment of any debt, claim or demand against the estate of the said John H. Durr, Sr., deceased, and we further agree, obligate and bind ourselves, to hold the said Trustees, their successors and assigns, and their said beneficiaries harmless against any liability for or on account of any such claim, debt or demand.

The said Lucy J. Durr, wife of said John W. Durr, Jr., joins in the execution of this deed for the purpose of releasing in favor of said Meyer L. Greil and Tom O. Smith as Trustees aforesaid, and their beneficiaries, any possible right of dower which she, if she should survive the said John W. Durr, Jr., would or might have in said lands.

In Witness Whereof the undersigned, John W. Durr, Jr. as executor of the last will and testament of John W. Durr, Sr., John W. Durr, Jr., and his wife, Lucy J. Durr, Julius P. Knabe and his wife, Eugenia Knabe, and Mary A. Scott have hereunto set our hands and seals on this the 5th day of December, A.D. 1910.

Jno. W. Durr, Jr. L.S.
as executor of the last will and testament of John W. Durr, Sr.
Jno. W. Durr Jr. (L.S.)
Lucy J. Durr (L.S.)
Kate W. Durr (L.S.)
Mary A. Scott (L.S.)
J. P. Knabe (L.S.)
Individually and as surviving partner of the firm of Knabe & Scott.
Eugenia Knabe (L.S.)

State of Alabama } I, N. J. Billing, a notary
Montgomery County } Public in and for said State and County, certify that John W. Durr, Jr. whose name as executor of the last will and testament of John W. Durr, Sr. and individually is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, as such executor and individually executed the same voluntarily on the day the same bears date. Given under my hand this 5th day of December, A.D. 1910.

Seal

N. J. Billing
notary Public

State of Alabama } I, N. J. Billings, a notary
Montgomery County } Public in and for said State and County, hereby certify that Lucy J. Durr, wife of John H. Durr, Jr., whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date. Given under my hand this the 5th day of December, A.D. 1910.

(Seal)

N. J. Billing
Notary Public.

State of Alabama }
Montgomery County } I, Dairey Jones, a notary Public in and for said State and County, hereby certify that Mary A. Scott and Julius P. Knabe and his wife Eugenia Knabe, whose names are signed to the foregoing conveyance and who are known to me, each acknowledged severally before me on this day that being informed of the contents of the conveyance, they each severally executed the same voluntarily on the day the same bears date. Given under my hand this the 5th day of December, A.D. 1910.

(Seal)

Dairey Jones.
Notary Public.

State of Alabama }
Montgomery County } I, N. J. Billing, a notary Public in and for said State and County, hereby certify that Kate H. Durr whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date. Given under my hand this the 5th day of December, A.D. 1910.

(Seal)

N. J. Billing
Notary Public.

Filed & Recorded Dec. 19th 1910.
A. P. Longshore, Judge of Probate.