

444

State of Alabama, I know all men by these Presents, that
Shelby County, this Contract made and entered into
by and between the Columbia Savings Bank, a Cor-
poration, party of the first part, and G. J. Carlisle and
Alice M. Carlisle, parties of the second part
Witnesseth; — That Whereas on to-wit, the 11th day of June
1912, party of the first part for and in Consideration
of the sum of Fourteen Hundred Thirty-seven and 57/100

dollars sold to parties of the second part, the following described
 real estate, to wit: One two story brick building and lot in
 the town of Columbiana, Shelby County, Alabama, bounded
 and located as follows; situated on the West side of Main
 Street in said town of Columbiana, Alabama, which said
 street runs North from the old Court house now occupied
 by Blackshear as a boarding house, and said lot being
 bounded as follows: - Commencing at a point on the West
 side of said Main Street ten (10) inches North of the North-
 East corner of where the J. L. Peters building once was, hence
 running North along the said street thirty-three feet (33) to the
 South East corner of the brick building known as the Co-
 lumbian Savings Bank building, thence running West
 Ninety (90) feet, thence running South ~~thirty~~^{thirty}-three feet, thence
 running East Ninety (90) feet to the place of beginning, said
 brick building herein conveyed being now occupied
 by Mr. Christian & Co., as store-house in the lower
 story thereof, and the Odd Fellows Hall being located in
 the upper story thereof, and said building and lot being
 in the said town of Columbiana, Shelby County, Alabama,
 and on said date executed a ^{above described property,} a deed
 of the second part with covenants of warranty thereto, and
 whereas, the second or upper story of said building and
 the rooms thereto are inaccessible and were inaccessible
 except over, along or up a stairway opening upon said
 street or side walk which said stairway opens upon
 said street or side walk between what is known as the
 Post Office building and the Columbian Savings Bank,
 and extends upward to a hall way or passage way
 through which or a room which said passage way
 there is access to the said building and rooms therein
 sold and conveyed as aforesaid to parties of the
 second part, and whereas: Parties of the second part
 paid to the party of the first the sum of four hundred
 hundred thirty three and 57/100 dollars, and whereas
 party of the first part agreed as an inducement to
 procure to parties of the second part to purchase said
 lot and building, to allow, give, grant, buy, sell
 and convey unto parties of the second part the right
 of entry and ingress into and from said building

us and along said stairway and over, along and through
 said hallway or passage way, which said hallway or
 passage way extends from the head of said stairs eastward
 to the end of said Bank building and thence southward
 the office now occupied by the Shelby County Juro into the
 Shelby County Room into the hallway or passage way situated
 in the building heretofore sold and Conveyed to
 parties of the second part as aforesaid, and without
 which said agreement and said right of ingress and
 egress parties of the second part would not have pur-
 chased said lot and building as aforesaid, and would
 not have paid fourteen hundred thirty three and \$1/100
 Dollars. Now, in Consideration of the promises and
 in Consideration of the further sum of one dollar 90¢
 in hand paid to parties of the first part by parties of
 the second part, the receipt of which is hereby acknowl-
 edged, parties of the first part hereby grants, bargains,
 sells and Conveys unto the parties of the second part
 the perpetual right of ingress and egress up or over
 or along said stairway and along, thorough and over
 said hallway of the building herein before sold, Conveyed
 and granted to parties of the second part.

To have and to hold to the said parties of the second
 part their heirs and assigns forever. And the said
 Columbian Savings Bank, a Corporation, does for itself,
 successors assigns, Covenant with the said G. L. Carlisle &
 Alice M. Carlisle their heirs and assigns that it is lawfully
 seized in fee simple of said premises that they are free from
 all encumbrances and that it has a good right to sell
 and Convey the same as aforesaid, and that it will
 and its successors and assigns shall warrant and
 forever defend the same to the said G. L. Carlisle and
 Alice M. Carlisle their heirs, executors and assigns for-
 ever, against the lawful claims of all persons.

For witness whereof I, as President of Columbian
 Savings Bank, a Corporation, have signed the name
 and affixed the seal of the said Corporation on this
 the 2nd day of July, 1912.

Albert:

William R. Hooper.
 Assistant Cashier.

Columbian Savings Bank, etc.
 By its President, W. F. Davis

The State of Alabama, } I, H. L. Christian a Notary Public in and
 Shelby County, for said County in said State, hereby
 certify that H. F. Davis, whose name is President of the Co-
 lumbiana Savings Bank, a Corporation, is signed to the
 foregoing Conveyance and who is known to me, acknowledged
 before me on this day that he is informed of the
 contents of the Conveyance, he as such officer and with
 full authority executed the same voluntarily for and as
 the act of said Corporation on the day the same bears date.
 Given under my hand this the 2nd day of July, 1962.

H. L. Christian Notary Public

The State of Alabama,

Shelby County, I hereby certify that the within Con-
 veyance was filed in this office for record July 6th 1962,
 at 1 O'clock P. M. and recorded in Deed Record #1 page
 231-238 and examined.

A. P. Langhorne Judge of Probate