

The State of Alabama) Know all men by these presents; That we Thomas Shelby Worley J. R. Lovett and his wife Emma Lovett (hereinafter for convenience called the grantors) for and in consideration of the sum of One hundred fifty and 00/100 Dollars to them in hand paid by the Alabama Power Company a corporation, the receipt whereof is hereby acknowledged and for the further money consideration hereinafter expressed hereby agree to grant, bargain, sell and convey unto the said Alabama Power Company a corporation (hereinafter for convenience called the company) its successors and assigns by deed containing general covenants of warranty with full and complete force from this date, the following described real estate together with the right to construct, maintain and operate a dam across the Coosa River down stream from said lands herein described for the manufacture of electricity, and to back and maintain the waters of said river and its tributaries from time to time over any and all of said lands together with the right of ingress and egress; the lands agreed to be conveyed being situated in the County of Shelby and State of Alabama and described as follows: Thirty five (35) acres off the north end of the West half of the South East quarter of section one (1) and thirty four and one fourth (34 1/4) acres, the same being a part of the South East quarter of section (1) extending East from the West line of said South East quarter across the West half of said South East quarter and to a point (58) fifty eight yard East of the East line of said West half of said South East quarter and lying South of a tract of 35 acres, deeded by W. M. Gorden wife to Thos. Leonard, and being the first tract described above and also lying north of a tract twenty (20) rods wide north and South and extending East West across the South end of said South East quarter from the West line of same to a point (58) fifty eight yards East of the East line of the West half of said 35 acre last named tract 20 rods wide belonging to W. M. Gorden heirs, and all the rights conveyed to said J. R. Lovett for water uses to a certain Spring in deed from N. Evans wife dated Sept. 30, 1903. Also a strip (58) yards wide on the East side of said lands out of the East half of said quarter but said strip on the East of said 35 acres above described

is not warranted. The above described land containing in all 70 1/2 acres, All in Township 24 Range 15 E. Section One.

To have and to hold to the said Company its successors and assigns, with all the rights and therewith belonging forever,

Upon the approval of the title of the grantors by the attorneys for the Company, and the conveyance of the same to the Company as aforesaid, the Company agrees to pay to the grantors the further sum of Nine hundred and fifty Dollars, being the balance of the purchase price of said lands less the unpaid taxes assessed against said lands for the tax year 1911-12 and prior years; being at the rate per acre that the total number of acres stated above bears to the total purchase price; and if the lands hereby conveyed contain a greater or less number of acres than stated above, then the Company shall pay for such number of acres at the same rate. It is further agreed that the grantors may retain the possession of said land until January 1, 1913, for the purpose of completing the crops now planted on same; but the Company may at any time within said period, enter upon said lands for any purpose that does not interfere with the completion of said crops.

Reference to the said Company shall include its successors and assigns. It is understood that the sum does not warrant or guarantee the strip of 58 yards wide on the East side of the 35 acre tract herein described and no deduction for same is to be made from the price mentioned for same.

In witness whereof we have hereunto set our hands and seals this the 9 day of Sept. in the year of our Lord One thousand nine hundred twelve.

Signed sealed and delivered in presence of } Thomas R. Lovett. (L.S.)  
Emma Lovett. (L.S.)  
T. L. Stewart  
A. J. Merrell.

The State of Alabama } A. J. Merrell a Justice of the Peace in and for  
Shelby County } said County in said State do hereby certify that  
Thomas R. Lovett 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 he executed the same voluntarily on the day the same bears date.  
Given under my hand this 9th day of September 1912,

A. J. Merrell. Justice of the Peace  
The State of Alabama } A. J. Merrell a Justice of the Peace in and  
Shelby County } for said County in said State do hereby certify that on the 9 day of Sept. 1912, came before me the within named Emma Lovett known to me to be the wife of the within named Thomas R. Lovett who being examined separate and apart from the 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 the husband. In witness whereof I hereunto set my hand this 9th day of Sept. 1912.  
A. J. Merrell  
Justice of the Peace

State of Alabama } I hereby certify that the within conveyance was filed  
 Shelby County } in this office for record on the 13 day of September 1912,  
 at 3 o'clock P.M. and duly recorded in Deed Book 48 page 323, and  
 examined  
 A. P. Longshore, Judge of Probate