The State of Alabama } Know all men by these presents, That we A. B.
Shelby County } Merrell and his wife Lula Merrell (hereinafter for convenience called the grantors) for and in consideration of the sum of Four & 50/100 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 Company a corporation (hereinafter for convenience called the Company) its successors and assigns by deed containing generic covenants of warranty, within ninety days 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; Three acres (3) more or less lying below the 420 foot contour line as surveyed by the Companies engineers and being that part of the following described land lying below the said 420 foot contour line:- The East half of the Southeast quarter lying South and West of Spring Creek has 15 acres lying in the S.W. Corner of the SE4 of the SE4 Section 2, Township 24, Range 15.
The above described lands containing in all 3 acres more or less.
To have and to hold to the said Company its successors and assigns with all the rights and appurtenances thereunto 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 the grantors the further sum of forty & 50/100 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 further agreed that the grantors shall be allowed to remove any fencing from said land.

In witness whereof we have hereunto set our hands and seals this the 11th day of September in the year of our Lord one thousand nine hundred twelve.

Signed, sealed and delivered in presence of
B. R. Powell.
A. Z. Merrell.

A. B. his x mark Merrell
Lula Merrell.

The State of Alabama } I, A. Z. Merrell a Justice of the Peace in and for said
Shelby County } County in said State do hereby certify that A. B. Merrill and his wife Lula Merrell whose names are signed to the foregoing Conveyance and who are known acknowledged before me on this day that being informed of the contents of the conveyance have executed the same voluntarily on the day the same bears date.

Given under my hand this 11th day of September 1912.

A. Z. Merrell, Justice of the Peace.

The State of Alabama } I, A. Z. Merrell a Justice of the Peace in and for
Shelby County } said County in said State do hereby certify that on the 11th day of September 1912 came before me the within named Lula Merrell known to me to be the wife of the within named A. B. Merrell 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 11th day of September 1912

A. Z. Merrell, a Justice of the Peace.

State of Alabama } I hereby certify that the within conveyance was
Shelby County } filed in this office for record on the 17 day of Sept. 1912 at 3 o'clock P.M. and duly recorded in Deed Book 48 page 325 and examined.

A. P. Longshore, Judge of Probate.