

The State of Alabama } Know all men by these Presents
 Shelby County, } that the following Agreement has
 been this day entered into by and between W. A. J. Black-
 erby, Elizabeth Blackerby and Sarah J. Blackerby, to wit:
 That whereas Mrs. L. R. Blackerby, wife of W. H. Blackerby, died
 without making a will, and
 Whereas the undersigned are desirous of carrying out
 her intentions and desires, do hereby enter into the
 following agreement: We the said W. A. J. Blackerby,
 Elizabeth Blackerby and Sarah J. Blackerby do hereby agree
 that W. H. Blackerby shall have full control of all property
 left by L. R. Blackerby at her death and shall have the
 rents and income from said property to live out of and
 if it should be necessary he shall have the right to
 use any of the principal of the money for his use and
 support, and at his death all of said property both
 real and personal shall be divided into two equal
 parts, one of which shall belong to W. A. J. Blackerby and
 the other half shall be equally divided between Eliza-
 beth and Sarah J. Blackerby. And it is further agreed
 that W. A. J. Blackerby and J. M. Blackerby shall assist
 W. H. Blackerby in managing the property, assisting
 him in keeping the money and looking after and
 keeping the property in good condition.

Do witness whereof we have hereunto set our hands and
 seals, this 18th day of November 1912. W. A. J. Blackerby (S.S.)
 A. P. Langshore J.P.
 W. M. Cozeman
 F. C. Wiggins

Elizabeth Blackerby (S.S.)
 Sarah J. Blackerby (S.S.)

The State of Alabama, I hereby certify that the within Agreement
Shelby County, was filed in this office for record Dec.
13th 1912, at 3 o'clock P.M. and recorded in Deed Record
No 1 page 444 and examined.

A. P. Langshore - Judge of Probate -