The State of Alabama } Know all men by these Presents, That Richmond
Shelby County } Merrell, and his wife Fannie Jane Merrell (here-
inafter for convenience called the grantors) for and in consideration
of the sum of Twenty five and no/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 (hereinafter for convenience
called the Company) its successors and assigns by deed containing
general covenants of warranty within ninety days from
this date all that part of the lands hereinafter described in
Shelby County Alabama, that would be covered with and also
all that part of said lands that would be entirely surrounded
by the waters of the Coosa River and its tributaries if raised
and backed up to an elevation of four hundred twenty five (425)
feet above a certain datum plane which elevation of four
hundred twenty-five (425) feet is fixed and marked to conform
to the elevations established and adopted by the United States
above said datum plane in a survey of the Coosa river from

Lock Four in Alabama, to Petumpka Alabama, made August 2, 1902 to December 19, 1902, under the direction of J. B. Cavanaugh Corps of Engineers U.S.A. and D. M. Andrews Assistant Engineer, and R. A. Yuille, Chief of Party and which said established elevations by the United States are evidenced and fixed by bench marks or other elevation data marked on the left or east side of said river; 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 at said elevation or any lower elevation together with the right of ingress and egress; the lands referred to out of which said strip, parcel or tract herein agreed to be conveyed is carved and over or in which the rights herein agreed to be granted exist and described as follows: East half (E½) of the South West quarter (SW¼) lying North of Spring Creek, in Section one (1) Township twenty four North (24N.) Range Fifteen East (15E) Also a tract of fifteen acres in the South-West corner of the South East quarter (SE¼) of the South East quarter (SE¼) of Section Two (2) Township twenty four North (24N.) Range fifteen East (15E). Same being three acres wide North and South and five acres long East and West. The lands hereby agreed to be conveyed containing in all 25 acres more or less.

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 Four hundred seventy five 00/100 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.

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 agreed that the grantors may have the use of said land for the purpose of cultivation free of charge for the year 1913, but said Company shall not be liable for any damages that may accrue to the crops or said land, or any part thereof that may be flooded by raising and impounding the water of Coosa River by erecting a dam at Lock Twelve on said River. Grantors shall be allowed to remove and fencing from the lands conveyed.

In Witness Whereof we have hereunto set our hands and seals this the first day of January in the year of our Lord one thousand nine hundred and thirteen

Signed, sealed and delivered in presence of B. R. Powell. Jas. F. Crawford N.P.

Richmond his Mark Merrill (LS)
Fannie Merrell (LS)

The State of Alabama } I, Jas. T. Crawford a Notary Public in and for
Shelby County } said County do hereby certify that Richmond Merrell and his wife Fannie Jane Merrell, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that being informed of the contents of the Conveyance they have executed the same voluntarily on the day the same bears date. Given under my hand this 1st day of January 1913.

(Seal)

Jas. T. Crawford Notary Public

The State of Alabama } I, Jas. T. Crawford a Notary Public in and for said
Shelby County } County in said State do hereby certify that on the 1st day of January 1913 came before me the within named Fannie Jane Merrell known to me to be the wife of the within named Richmond 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.

(Seal)

In Witness whereof I hereunto set my hand this 1st day of January 1913.

James T. Crawford, Notary Public.

State of Alabama } I hereby certify that the within conveyance was
Shelby County } filed in this office for record on the 7 day of January 1913, at 3 o'clock P.M. and duly recorded in Deed Book 48 page 542.

A. O. Lonsdale, Judge of Probate