The State of Alabama, } This Contract made and entered into
Shelby County, } this the 4th day of September, 1908,
by and between Sophronia Elliott (widow of James L. Elliott, deceased), J. E. Elliott and Lila Kidd (the only surviving children of said James L. Elliott deceased), Annie B. Elliott wife of said J. E. Elliott, D. W. Kidd (husband of said Lila Kidd), Sinnie Elliott (widow of G. C. Elliott lately deceased who was the only other child living surviving of said James L. Elliott, deceased) and C. L. Maroney, Administrator of the

Estate of said C. C. Elliott, Witnesseth: Whereas certain real Estate formerly belonging to said James L. Elliott, deceased, to-wit: The E½ of N.W¼ and W½ of N.E¼ of Section 16, Township 19, Range 2 East in said County was set apart to said Sophronia Elliott out of the Estate of the said deceased husband as a homestead exemption under the laws of the State of Alabama, or was conceded to her as such homestead; and whereas said C. C. Elliott, lately deceased, also resided on said land for many years intervening from the death of his said father to the time of his own death, and upon which he built a residence and other improvements, and adjoining which he owned land in fee-simple, and cared for and supported his said mother; and whereas said C. C. Elliott had purchased the remainder or reversionary interest of said J. E. Elliott in and to said land and had bargained for the similar interest of said Lilla Kidd in said land; and whereas certain personal property, money and choses in action had also been set apart or allotted to said Sophronia Elliott out of said James L. Elliott's Estate amounting to Nine Hundred Dollars of which said C. C. Elliott had the use during his life in consideration of his care of and attention to said Sophronia Elliott which said property or the remainder thereof owned, at the death of said Sophronia Elliott went to the heirs of said James L. Elliott, now including the four Children of said C. C. Elliott; and whereas, it is now desired by all the parties hereto to invest in the said widow and Children of said C. C. Elliott the fee simple title to the said land and all the land which the said C. C. Elliott acquired from the said James L. Elliott free from incumbrances of homestead or dower of said Sophronia Elliott or any other incumbrance or claim by any of the parties hereto, and to make other and pure provision for the maintenance and support of said Sophronia Elliott in lieu of the use of said exempt property personally by her; and whereas, the interest of said Lilla Kidd in said real estate is valued at Five Hundred and fifty Dollars and the said C. C. Elliott had, in his life time contracted and agreed to pay her the said sum for said interest, and whereas, the said J. E. Elliott has already received from said C. C.

Elliott five hundred and fifty Dollars for his said interest in said real estate, and considering the interest of said Sophronia Elliott in said real estate based upon her expectancy and upon the value of the said interests of Lilla Kidd and J. E. Elliott, as aforesaid is mutually estimated and agreed to be three Hundred and forty eight Dollars, which added to the amount of exemption of personal property to her as aforesaid amounts in the aggregate to twelve Hundred and forty-eight Dollars all of which, in case of the death of said Sophronia Elliott would revert as remainder to said heirs of James L. Elliott or their heirs or assigns. Now, in consideration of the premises and for the purpose of arranging an amicable and satisfactory adjustment and final settlement of all said matters and complications and to avoid suits and legal proceedings and to make satisfactory provision for the care and maintenance of said Sophronia Elliott, it is hereby mutually agreed by and between the parties hereto that said Sophronia Elliott, J. E. Elliott and his said wife Annie B. Elliott and the said Lilla Kidd and her said husband W. H. Kidd, will contemporaneously herewith convey by statutory warranty deed to the widow and children of said C. C. Elliott deceased, viz: Fennie Elliott, Herbert Elliott, Lilla Elliott, Lawrence Elliott and Duncan Elliott, all their right, title, interest and estate in and to the above described lands embraced in said homestead except a certain part heretofore conveyed by the parties hereto to — — Davis, a son of said Sophronia Elliott by a former husband and also in and to all the other lands owned by said James L. Elliott at the time of his death adjoining to said homestead, and the lands acquired by said C. C. Elliott from his said father during his lifetime, and from said J. E. Elliott and including the homestead and dower interests of said Sophronia Elliott in said lands;

That said C. L. Mooney, as Administrator aforesaid will pay out of the estate of said C. C. Elliott to said Lilla Kidd the sum of Five Hundred and fifty Dollars on or before the — day of — — for her said interest in said Real Estate and to said Lilla Kidd and J. E. Elliott, each,

the sum of Four Hundred and Sixteen Dollars additional, being the amount of their interest in the remainder or reversion of said property exempted as aforesaid including the life Estate in said real Estate as hereinbefore excepted, which said Sophronia Elliott agrees shall be paid to them, the other one third of said amount to be reserved by said Administrator to the use of said Children of C. C. Elliott or used for their benefit for the Consideration following:

That the said Minnie Elliott (or said C. L. Mooney, Administrator aforesaid) Lilla Kidd and J. E. Elliott, will each pay to said Sophronia Elliott the sum of Thirty-Three & 33/100 Dollars annually during the remainder of her natural life (being an aggregate of One Hundred Dollars annually and 8% on the amount of the value of her said exemption) real and personal) on or before the 1st day of November of each year, in lieu of the Corpus of said exemptions, which is to be presently distributed as above stated. And to secure the payment of which each of said parties (the said Minnie Elliott and C. L. Mooney jointly as one party) will contemporaneously herewith execute their separate Contract in form of promissory note waiving exemptions.

And whereas, said C. C. Elliott deceased was the Administrator of the Estate of said James L. Elliott deceased, and had made full and Complete distribution among and settlement with the said joint heirs of said James L. Elliott, except their interest in one horse valued at One Hundred Dollars, and except as to said possible remainder from said exemption to said Sophronia Elliott, settlement for which is herein above made, it is hereby further agreed by the said Lilla Kidd and her husband aforementioned and said J. E. Elliott that upon the payment to said Lilla Kidd and J. E. Elliott of the sum of Thirty-Three & 33/100 - to each of them being their pro-rata share of the value of said horse, they will execute to said C. L. Mooney Administrator aforesaid a full receipt acquittance accord and satisfaction of all their interest and claim in said Estate of James L. Elliott, to the end that said estate may be expeditiously and inexpensively settled in said Probate Court of said County

In testimony whereof the parties hereto have hereunto signed their hands and seals on this the day and date first above written.

J. E. Elliott (Seal)
Minnie B. Elliott (Seal)
D. W. Kidd (Seal)
Lilla M. Kidd (Seal)
Rupert Elliott (Seal)
Sophronia Elliott (Seal)
C. L. Mooney (Seal)
Administrator Estate of C. C. Elliott.

In the presence of
L. C. Elliott
L. W. Clements.

The State of Alabama
Shelby County. } I hereby Certify that the within Conveyance was filed in this office for record 17th July 1913 at 3 O'clock P. M. and recorded in Deed Record 54 Page 158 and examined

A. P. Lanyhon - Judge of Probate