

State of Alabama, Know all men by these Presents that
Shelby County, H. S. Warren and his wife M. P. Warren
hereinafter for convenience called the Grantors, for and
in Consideration of the sum of Two Hundred fifty ^{no/100} Dollars
to them in hand paid by the Alabama Power Com-
pany, a. Corporation, the receipt whereof is hereby acknowl-
edged, here grant, bargain and sold, and by these
presents do hereby grant, bargain, sell, and Convey unto
the said Alabama Power Company, hereinafter for Conve-
nience Called the Company, its successors, and assigns,
all that part of the land hereinafter described in Shelby
County, Alabama that would be covered with, and also
all that part of said land 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 feet above a certain datum plane,
which elevation of four hundred twenty-five feet is
fixed, and marked to conform to the elevations es-
tablished and adopted by the United States a fore

said datum plane, in a survey of the Coosa River from Rock
Ferry in Alabama to Hightumpka Alabama made August
2nd 1903, to December 19th 1903, under the direction of J. B.
Corrannah, Corps of Engineers, U. S. A., and by D. M. Purcell,
Assistant Engineer and N. A. Gillie, Chief of Party, and
which said established elevations by the United States
are evidenced by bench marks or other elevation data
marked on the left or East side of river; and we fur-
ther grant, by again, all and Convey unto said Company
the right to construct, maintain and operate a dam
across the Coosa River, down stream from said land
herein Conveyed, 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 ele-
vation, together with the right of ingress and egress.
And the Consideration paid thereon to the holder of
this instrument shall be accepted in full compensation
for all the Conveniences arising therefrom as well
as from the operation of the power plant or plants of
the Company, the land referred to, out of which said
strip, parcel or tract herein Conveyed is carved,
and over or in which the rights herein granted exist,
is described as follows: The South West Quarter of the
North West Quarter, the North half of the South West Quarter,
the South West Quarter of the North East Quarter, and that
part of the South East Quarter of the North East Quarter ly-
ing south of Spring Creek, all in Section 12; and also
all that part of the North East Quarter of the South East
Quarter of Section 11 lying, south of Wood & Henry Road,
all in Township 24 North of Range 11-East, this being
the same land leased by the said W. S. Warren from
J. N. Matthews by instrument of agreement dated Octo-
ber 7th 1909 and recorded in the Office of the Judge
of Probate of Shelby County Alabama, in Book 57, Page
428, said land being referred to in said instrument
of agreement as the Mc Kenzie place.

It is understood that the grantors do not own the above
described land in fee, but the said W. S. Warren has leased
the same until January 1, 1915 and grantors intend to

Convey and by this instrument do Convey to the said Company
said leasehold, together with all other rights, title and interest
they may have, in the said land lying below said elevation
of four hundred twenty-five feet, together with of the other
rights hereinabove named.

The land hereby conveyed containing in all 89.8 acres,
more or less.

To have and to hold to the said Company, its Successors
and assigns, with all the rights and appurtenances thereto
belonging, forever.

And the grantors covenant with the said Company, its
successors and assigns, that they are lawfully Seized
of a leasehold expiring January 1, 1915, in the afore-
granted premises; that they are free from all encumbr-
ances; that they have a good right to Sell and Convey
the same to the said Company, its successors and assigns,
and that they will warrant and defend the said lease-
hold to the said Company, its successors and assigns,
forever, against the lawful claims and demands of all
persons.

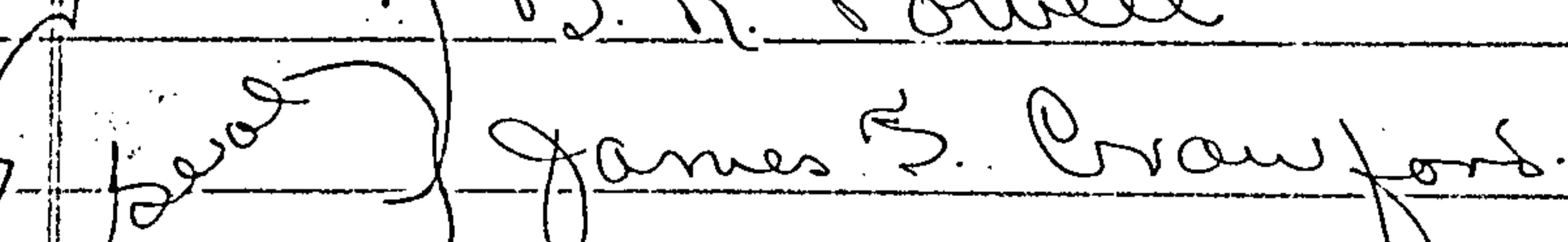
It is further agreed that the grantors may retain
the possession of said land until December 1st, 1913, for
the purpose of completing the crops now planted on
same; but the Company may, at any time within
said period, enter upon said land for any purpose
that does not interfere with the completion of said
crops.

In witness whereof, we have hereunto set our
hands and Seals, this the 9th day of July in the
year of our Lord One Thousand Nine Hundred
Thirteen.

Signed, Sealed and Delivered

in Presence of:

B. R. Powell

 James S. Crawford.

W. S. ^{his} Warren (S. S.)

M. P. ^{marks} Warren (L. S.)

State of Alabama

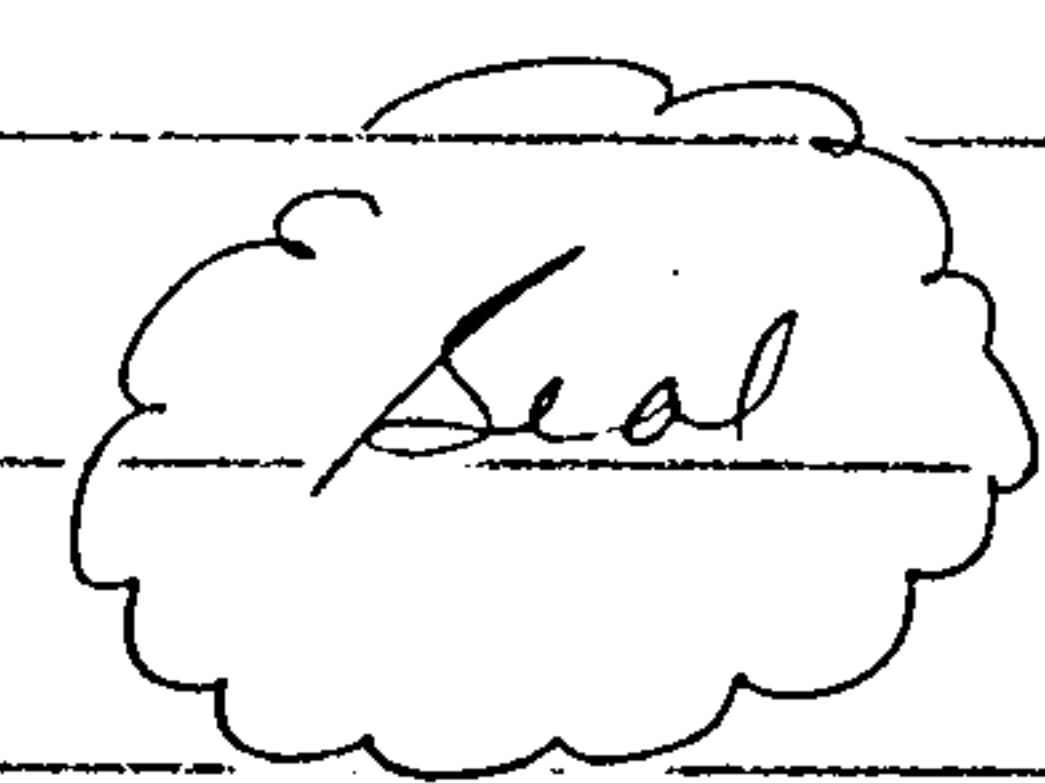
Shelby County -

I, James J. Crawford a Notary Public in and

for said County, in said State, do hereby certify that W. L. Warren and his wife, M. P. Warren, 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 executed the same voluntarily on the day the same bears date.

Given under my hand, this 9th day of July 1913.

James J. Crawford
Notary Public.

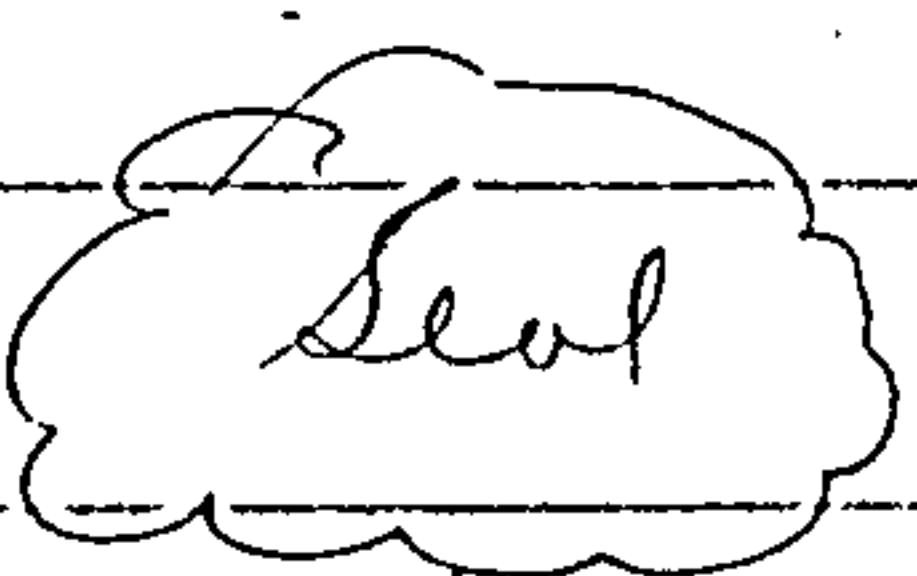


State of Alabama.

Shelby County

I, Jas. J. Crawford a Notary Public in and for said County, in said State, do hereby certify that on the 9th day of July, 1913, came before me the within named M. P. Warren known to me to be the wife of the within named W. L. Warren, 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 July, 1913.



James J. Crawford
Notary Public

The State of Alabama

Shelby County

I hereby certify that the within Conveyance was filed in this office for record 17 July 1913 at 1 o'clock P.M. and recorded in Volume Record 54 pages 170 and examined

C. P. Longshore

Judge of Probate