

The State of Alabama, } This Indenture made and entered
Shelby County. Into this the 27th day of May 1915

by and between the Alabama Girls Technical Institute
a public corporation party of the first part, and the town
of Montevallo, a municipal corporation party of the sec-
ond part. Witnesseth:

That for and in consideration of the conveyance by said
party of the second part to party of the first part of certain
parcels of land in said town, which heretofore comprised
public parks and parts of streets and which have been
abandoned, vacated and abolished as such, by said town
(as evidenced by ordinances of said town, approved May
10, 1915), by deed bearing even date with this indenture
and which deed is hereby referred to for particular de-
scription, said party of the first part has granted, bargained
and sold, and does hereby grant, bargain sell and con-
vay unto said party of the second part, in trust, for the
purposes of a public school for the white race, and
under the conditions hereinafter set forth, the following
described lot or parcel of land, lying and being situate
in said town of Montevallo, County of Shelby and
State of Alabama to-wit:

Beginning at a point on the northeast line of North Bon-
dary Street which is seventy five (75) feet more or less
northwest of the northernmost intersection of North
Bondary Street with Valley Street (said point of begin-
ning being the westernmost corner of J. N. Ellerbe's
home lot.) running thence northwest along said line
of North Bondary Street to a point directly opposite
the southernmost intersection of North Bondary
Street with Oak Street, a distance of two hundred twenty
one (221) feet more or less thence northeast, in a
direct line to the westernmost corner of "Block B"
Lyman's Addition to the Town of Montevallo, according
to a survey and map of same, as recorded in the
Probate Office of Shelby County, Alabama; thence south-
east, along the line of said "Block B" to the north-
west line of said Valley Street, a distance of two
hundred ninety two (292) feet more or less; thence
southwest along the said line of Valley Street, to the
easternmost corner of said Ellerbe's lot, a distance
of one hundred (100) feet more or less; thence north-

west, perpendicular to said Valley Street and along the line of said Ellenberg's lot, to the northernmost corner thereof, a distance of seventy five (75) feet, more or less, and thence southwest parallel with said Valley Street, and along the line of said Ellenberg's lot to said point of beginning, a distance of one hundred fifty (150) feet more or less, the same being that part of what has heretofore been known as and called the "Starrs Lot," which lies southeast of the line of Oak Street, if said street were extended through the Starrs property.

To have and to hold in trust, as aforesaid unto said party of the second part, and its successors in trust, forever, but it is a condition, and part of the consideration for this conveyance that said lot hereby conveyed shall be used only for purposes of a public school for the white race exclusively; and that if it ceases to be so used, or shall be diverted to other uses or purposes, the title thereto shall thereupon revert to and become re-invested in said party of the first part, its successors or assigns. It is a further condition of this conveyance that if it shall be hereafter legally determined that said party of the first part did not acquire good and indefeasible title by deeds of conveyance from said party of the second part, as hereinbefore referred to, and the owners of the reversionary interests therein, as delivered to said party of the first part, and said party of the first part should be legally ousted from the possession, use and enjoyment, for failure of such title, then and in that event, the title to the lot hereby conveyed shall, likewise, revert to and become re-invested in said party of the first part; it being understood that in case of reversion, in either of said events, said party of the second part shall have and be allowed twelve months thereafter, in which to remove from said lot any and all improvements it may have placed thereon.

Said party of the first part as a further consideration for said conveyance by said town, does hereby dedicate and devote for the use of the public, in lieu of the parts of streets vacated, as aforesaid, a strip of land

lying adjacent to and coextensive with the northwest
 side of the lot hereinbefore conveyed, and to conform to
 the lines of Oak Street, as they now extend, south west of
 North Boundary Street, as an extension and connect-
 ing of Oak Street; but said dedication shall not become
 effective or operative as to twenty-five (25) feet in width
 along the northwest side of said strip from North Bound-
 ary Street to the new street hereinafter dedicated until
 the residence now standing partly on said strip, and
 known as the "Starrs Residence," shall at the convenience
 of said party of the first part, have been removed; and un-
 til which removal it is understood that said party
 of the second part will devote and clear twenty-five
 (25) feet in width along the northwest line of said lot
 hereinbefore conveyed, as a complement to the part of said
 connecting street to be presently opened; And said party
 of the first part further agrees to and does hereby give
 grant and dedicate as a public street a strip of land
 fifty (50) feet in width, along the northeast line of its
 property from said extension of Oak Street to King
 Street, the northeast line of said street to follow the
 northeast line of the said Starrs lot and of the Moshoffy
 lot otherwise known as triangular lot "A" of Lyman's ad-
 dition. In Testimony Whereof said party of the first part
 has caused its corporate name to be signed by its Pres-
 ident Thomas W. Palmer Sr. who is duly authorized there-
 unto by a resolution of its Board of Trustees adopted
 on to wit, the 18th day of May, 1915, and its corporate
 seal to be hereunto affixed on this, the day and date first
 above written.

The Alabama Girls Technical Institute

By Thomas W. Palmer Sr. President.

The State of Alabama, } J. E. S. Lyman, Judge of the County
 Shells County. } Court of Shells County in and for
 said County in said State, hereby certify that Thomas W.
 Palmer Sr. whose name as President of The Alabama
 Girls Technical Institute a corporation is signed to
 the foregoing conveyance, and who is known to me, as
 known before me on this day that being informed
 of the contents of the conveyance he as such officer

and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this 27th day of May, 1915,

E. S. Lymann, Judge of County
Court of Shelby County.

The State of Alabama, } I hereby certify that the within
Shelby County, } conveyance was filed in this office
for record 28 May 1915, at 2 o'clock PM, and recorded
in Deed Record 55 - page 761 and examined.

A. P. Longshore, Judge of Probate.