The State of Alabama } Whereas, Mary S. Evans departed this
Shelby County } life in said County and State on
the 9th day of December, 1919 leaving no will; and, whereas
at the time of her death she was seized and possessed
of the following described real property situated in said
County and State, viz;

S.W.¼ & N.W.¼ of Section 1, and N.E.¼ of Section 2, all in Township 24, Range 15-East, excepting and reserving the bed and banks of Spring Creek and all riparian rights thereto belonging as same has heretofore been conveyed to other parties when said Spring Creek flows through the N.E.¼ of Section 2, Township 24, Range 15-East. Also all that part of N.E.¼ of S.E.¼ of Section 15-Township 21, Range 1 East, also that part of N½ of S.W.¼ and that part of the S.W.¼ of S.W.¼ of Section 14, Township 21, Range 1 East, all lying West of the Public road running from Wilsonville to the Shelby Iron Works, containing about 120 acres.

And also a large amount of personal property in said County and State; and, whereas, J. C. Evans, a single man and Edith Smith and Hattie B. Heaton, married woman, each of whom is a resident citizen of Shelby County, Alabama, over the age of twenty one years, and children of the said Mary S. Evans, deceased, are the only heirs of the said Mary S. Evans deceased; and, whereas, it is the desire of said heirs and each of them to divide said property, real and personal, as nearly as possible equally among them without the trouble and expense of administering the said estate through the Probate Court: and, whereas, all of the heirs of said Mary S. Evans, deceased, with their husbands, viz: J. C. Evans, a single man, Edith Smith and her husband Offie L. Smith and Hattie B. Heaton and her husband George W. Heaton met on the - day of December, 1919, and agreed to divide said property, real and personal, as nearly as possible equally among said heirs, agreeing mutually between them that said real and personal property should be divided as follows: Edith Smith and her husband Offie L. Smith agreed to accept as and for the share of the said Edith Smith in and to the real property owned and possessed by the said Mary S. Evans at the time of her death, the following portion of said land, viz:

S.W.¼ of N.W.¼ of Section 1, and N.E.¼ of Section 2, all in Township 24, Range 15-East, excepting and reserving the bed and banks of Spring Creek and all riparian rights thereto belonging as same has

hereto have been conveyed to other parties, when said Spring Creek flows through the N.E 1/4 of Section 2, Township 24, Range 13 East situated in Shelby County, Alabama.
J. C. Evans, a single man and Hattie B. Heaton and her husband George A. Heaton agreed to accept as and for the shares of the said J. C. Evans and Hattie B. Heaton in and to the real property owned and possessed by the said Mary S. Evans at the time of her death, the following portion of said land viz;
All that part of the N E 1/4 of S. E 1/4 of Section 10 Township 21, Range 1 East, also all that part of the N 1/2 of S. W 1/4, and that part of the S. W 1/4 of S. W 1/4 of Section 14, Township 21 Range 1 East, all lying West of the public road running from Wilsonville to the Shelby Iron Works, all situated in Shelby County, Alabama, containing about 120 acres.
It was agreed by and between said parties that said personal property of the said Mary S. Evans, deceased, be divided among them as follows: J. C. Evans to receive one buggy and harness, one 2 horse cultivator, one Gee Whiz cultivator, one 1 horse plow stock, all syrup left by the said Mary S. Evans, one bed including pillows, mattress, sheets and cover therefor, Hattie B. Heaton to receive two-thirds of the balance of said personal property after deducting J. C. Evans share, and Edith Smith to receive one third of the personal property left after deducting J. C. Evans share.
And whereas, it was agreed by and between all of said parties that the said J. C. Evans and Hattie B. Heaton were to assume the mortgage given by Mary S. Evans to G. R. Berry on the 1st day of October, 1917, which said mortgage is recorded in Mortgage Book 121, page 599, in the office of the Judge of Probate of Shelby County Alabama; and whereas J. C. Evans at said time agreed to sell his interest in said land which he and Hattie B. Heaton agreed to accept as their share of the land left by the said Mary S. Evans, deceased, to Hattie B. Heaton for the sum of $1900.00, he agreeing to give said Hattie B. Heaton a deed to his said interest therein and she agreeing to assume said mortgage hereinabove described made by Mrs Mary S. Evans

to G. R. Bass on the 31st day of October, 1917, and to give him a mortgage on said land for said sum of $800.00 securing a Note of that amount due the 15 day of December, 1920, and, whereas, Edith Smith and her husband agreed in consideration of the division of the property they were to receive to give J. C. Evans a note for $200.00 due and payable on the - day of - 1920; and, whereas, Hattie B. Heaton and her husband George A. Heaton agreed in consideration of the division of the property they were to receive to assume all of the debt and liabilities of whatsoever character and nature due from the estate of the said Mary S. Evans, deceased, to all persons whomsoever. Now therefore, in consideration of the premises and of the mutual benefits and rights each of us will derive therefrom, we the undersigned J. C. Evans, Hattie B. Heaton, and her husband, Offie L. Smith, do hereby agree to the several divisions, stipulations, terms and agreements hereinabove set out, and do hereby mutually agree to make, execute and deliver all deeds mortgages, notes, receipts and other papers necessary to a complete and satisfactory performance of said divisions, stipulations, terms and agreements. Executed in triplicate on this the 16th day of December, 1919.

J. C. Evans
Hattie B. Heaton
George A. Heaton
Edith Smith
Offie L. Smith.

Attest:
G. W. Mayes
Judge of Probate.

State of Alabama,
Shelby County. } I, G. W. Mayes, Judge of Probate, hereby certify that the within contract was filed in this office for record Jan. 20, 1920 at 2 O'clock P.M. and recorded in Deed Record 67 Pages 30 - 33 and examined;

G. W. Mayes
Judge of Probate