THE STATE OF ALABAMA )
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Eighteen Hundred (\$1800.00) Dollars to the undersigned grantors C. W. Wade and his wife, Janie B. Wade in hand paid by W. H. Mitchell the receipt whereof is hereby acknowledged we the said C. W. Wade and his wife Janie B. Wade do grant, bargain, sell and convey unto the said W. H. Mitchell the following described real estate, to-wit:

That certain part of lot number forty (40) in the town of Montevallo, Shelby County, Alabama, according to the original plan of said town as recorded in the office of the Probate Judge of said Shelby County, which said part is particularly described as follows, beginning at a point on the southeast margin of Broad (sometimes called "Main") Street which is sixty eight (68) feet northeast of the westermost corner of lot number forty one in said town of Montevallo according to said original plan, said corner being the eastermost intersection of Broad and Shelby Streets, and said beginning point being the northermost corner of the one-story brick building now belonging to D. A. Thomas, and now being used as a moving picture show building, running thence northeast, along said margin of Broad Street, a distance of twenty seven (27) feet to the westermost corner of the Barber Shop lot, thence southeast perpendicular to Broad Street, along the line of said Barber Shop Lot, a distance of fifty (50) feet, to the southermost corner of said Barber Shop Lot, thence northeast parallel with Broad Street, along the rear of said Barber Shop Lot, a distance of sixteen (16) feet, to the eastermost corner of said Barber Shop Lot, thence perpendicular to Broad Street, southeast, a distance of fifty nine (59) feet, to the line of the "Latham Property", thence southwest along the line of the "Latham Property" parallel with Broad Street, a : distance of forty three (43) feet, to a point in line with the northeast wall of the said D. A. Thomas brick building, now being used as a moving picture building, and thence northwest, perpendicular to Broad Street, and along the said wall of said D. A. Thomas brick building to the said point of beginning.

It is hereby mutually agreed and understood between the grantors, C.W. Wade, and Janie B. Wade, and the grantee, W. H. Mitchell, that the grantee shall have the right and privilege to build and join to the northeast wall of the said D. A. Thomas brick building, now being used as a moving picture building, in all respects the same as if the same was a joint partition wall between the said grantee and the said D. A. Thomas, and to also build a brick wall on the northeast line of the said D. A. Thomas lot, and which said wall shall be a continuation of the northeast wall of said D. A. Thomas brick building and join said brick wall so built to the east end of said wall of the said Thomas brick building, and that the said D. A. Thomas shall have the right and privilege to build and join to the said wall so built by the said grantee herein, W. H. Mitchell, in all respects the same as if the said wall was a joint partition wall between the said Mitchell and the said Thomas.

It is further mutually agreed and understood by and between the grantors and grantee herein that if the said D. A. Thomas should build a wall on the said north east line of said Thomas lot, which would be a continuation of the northeast wall of said Thomas building then and in that event the said Mitchell shall have the right and privilæge to build and join to the said northeast wall so built by said Thomas in all respects the same as if it was a joint partition wall between said Thomas and Mitchell.

These agreements are made under and by virtue of that certain deed made by the grantors herein to Mrs. A. H. Watson and EdwineWatson on Oct. 1, 1924, & recorded in Deed Book 73, p. 313, and also by deed made by Watson to D. A. Thomas on Oct. 1, 1924, recorded Deed Book 73-314, situated in Shelby County, Alabama.

And we do for ourselves, our heirs, executors and administrators, covenant with the said W. H. Mitchell his heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances and that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors, and administrators shall warrant and defend the same to the said W. H. Mitchell, his heirs, executors and assigns forever, against the lawful claims of all persons.

In witness whereof we have hereunto set our hands and seals this 13th day of October, 1924.

C. W. Wade

Janie B. Wade

(L.S.)

(L.S.)

THE STATE OF ALABAMA )

SHELBY COUNTY )

I, L. L. Saxon, a Notary Public in and for said County and State, hereby certify that C. W. Wade and his wife, Janie B. Wade 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 13th day of October, 1924.

L. L. Saxon--Notary Public

THE STATE OF ALABAMA )
SHELBY COUNTY )

I, L. L. Saxon, a Notary Public in and for said county and state, hereby certify that on the 13th day of October, 1924 came before me the within named Janie B. Wade, known to me to be the wife of the within named C. W. Wade, 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, constraints or threats on the part of the husband.

In witness whereof I hereunto set my hand this 13th day of October, 1924.

L. L. Saxon-Notary Public

I hereby certify that the within deed was received in this office for record November 8th 1924 at 2 oclock P.M. and recorded in Deed Record Vol. 77 page 513.

and examined.

L. B. "iddle--Judge. of. Probate

for 2 2 000 STATIONS

Attached to the hadrances

STATE OF ALABAMA
SHELEY COUNTY

I her by certify that

Privilege Tax

has been residential within
instrument astronical by
law.