STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that we, J. A. Brown and wife Annie Jo Brown, C. E. Houlditch and wife, Minnie Houlditch, and C. V. Brown, an unmarried man, for and in consideration of Six Thousand Pollars to us in hand paid by Lavonia Gordon and Pearl Friedberger, the receipt of which is hereby acknowledged, do grant, bargain, sell and convey unto the said Lavonia Gordon and Pearl Friedberger, the following described property to-wit:

A certain parcel of land situated in the town of Columbiana, Alabama, and conveyed in the deed of W· T. Hand, as Executor to Č. R. Tinney, on the 17th day of January, 1924, which said deed is recorded in the Probate Office of Shelby County, Alabama, in Deed Book 75 at page 85, and which said parcel of land was thereafter conveyed by said C. R. Tinney and wife to Brown Brothers Manufacturing Company by deed dated the 8th day of August, 1924, and which said deed is recorded in the Probate Office of Shelby County, Alabama, in Deed Book 75 at page 116, and which said tract of land is more particularly described as follows viz:

A certain tract or parcel of land situated in the northeast intersection of East College and Main Streets in said town of Columbiana, Alabama, and being the lot upon which is now situated a garage and filling station, and which said lot fronts $66\frac{1}{2}$ feet on Main Street and 75 feet on East College Street, and which is situated in the County of Shelby and State of Alabama.

- Said sale and this deed of conveyance is subject to the following conditions, viz:

 a. All gasoline and oil equipment now forming a part of said filling station, or used in connection therewith, of what soever kind or description, is excepted from this conveyance; and likewise, all tools or other personal property situated therein belonging to Jones & Curlee, or to the grantors herein, are excepted from this conveyance.
- b. The grantees herein, and all subsequent purchasers of said property, and tenants under them, or any of them, as a condition for the execution of this deed of conveyance, are to and bind themselves to use and sell on said premises and atosaid filling station only such gases, oils and petroleum products as shall be sold or handled by Brown Brothers Manufacturing Company for a period of five years from the delivery of this deed, provided said Brown Brothers Manufacturing Company shall meet the competitive prices for said products as fixed and practiced in said community where said property is situated by the Standard Oil Company of Kentucky.
- c. The stipulations contained in paragraph b immediately preceeding shall cease to be operative and binding and shall be void if and when J. A. Brown severs his connection with said Brown Brothers Manufacturing Company at any time during said five year period.
- d. The stipulations herein contained pertaining to the use and sale of said petroleum products at and on said premises for said period of five years shall be and is a covenant running with the land and premises conveyed, and in the event of a breach of said covenant or condition by the grantees herein, or their successors, assigns, administrators personal representatives or lessees, the sum of Fifteen Hundred Dollars is to be the agreed liquidated damages for such breach of said covenant or condition and shall be conclusive between the parties, their assigns, grantees, personal representatives or administrators and said damages may be recovered in any court of competent jurisdiction and said damages shall be and constitute a lien on said property, and said lien shall be enforced by appropriate proceedings in any court of competent jurisdiction over the subject

matter of said suit, or the parties thereto.

TO HAVE AND TO HOLD the same unto the said Lavonia Gordon and Pearl Friedberger, their heirs and assigns forever. And we do for ourselves, and our heirs, executors and administrators covenant with the said Lavonia Gordon and Pearl Friedberger, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances; that we have a good right to sell and convey the said property; that we will and our heirs, executors and administrators shall warrant and defend the same to said Lavonia Gordon and Pearl Friedberger, their heirs, executors and assigns, forever, against the lawful claims of all persons whomsoever.

Given under our hands and seals this the 4th day of February, 1926.

J. A.	Brown	(L.S.)

SHELBY COUNTY)

STATE OF ALABAMA

I J. C.Slone, a Notary Public in and for said County, in said State, do hereby certify that J. A. Brown and wife Annie Joe Brown, C.E. Houlditch and wife Minnie Houlditch, and C. V. Brown, an unmarried man, 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 4 day of February, 1926.

J. C. Slone--Notary Public

STATE OF ALABAMA)
SHELBY COUNTY)

I, J. C. Slone, a Notary Public for said County, in said State, do hereby certify that on the 4 day of February, 1926, came before me the within named Annie Jo Brown, known to me to be the wife of the within named J. A. Brown, who, being examined separate and apart from the husband, touching her signature to the within deed, 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 the 4 day of February, 1926.

J. C. Slone--Notary Public

STATE OF ALABAMA)
SHELBY COUNTY)

I, J. C. Slone, a Notary Public for said County, in said State, do hereby certify that on the 4 day of February, 1926, came before me the within named Minnie Houlditch, known to me to be the wife of the within named C. E. Houlditch, who being examined separate and apart from the husband, touching her signature to the within deed, acknowledged that she signed the same of her own free will and accord, and without fear, constraint on threats on the part of the husband.

In witness whereof, I hereunto set my hand this the 4 day of February, 1926.

J. C. Slone--Notary Public

THE STATE OF ALABAMA

SHELBY COUNTY

I, L. B. Riddle Judge of robate hereby certify that the within deed was filed in this office for record Feb. 8th, 1926 at 9 oclock A.M. and recorded in Deed record 80 page 115 and examined;

U. S. FREVERIUE BTALLES for S. 6

Aftached to the instrument

STATE OF ALABAMA

SHELEY COUNTY

I rerely certify that

bas been raid of the within instrument as required by law.

Judge of Frobate

L. B. Riddle--Judge of Probate