THE STATE OF ALABAMA)
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that for andin consideration of Fifty Thousand Collars and other good and valuable considerations to the undersigned grantors C. H. Nelson a single man, Howard Parish and Margaret Parish, wife of the said Howard Parish in hand paid by Yamakita Land & Development Company, Inc. the receipt whereof is hereby acknowledged we the said C. H. Nelson Howard Parish and Margaret Parish, do grant, bargain, sell and convey unto the said Yamakita Land & Development Company Inc. the following described real estate to-wit:

All that part of Section five, Township twenty two, Range one west of Huntsville Meridian lying south of Camp Branch, Also the northwest quarter, the west half of northeast quarter and thenorthwest quarter of southwest quarter of Section eight, township twenty two, range one west. Also the south half of Section six, township twenty two, range one west lying south and west of Camp Branch. Also the north half and the north half of the south half of Section seven in Township twenty two, range one west. Also the east half of the southeast quarter of Section one, township twenty two, range two west. Also the northeast quarter of the southeast quarter and that part of the southeast quarter of northeast quarter lying east of the Southern Railroad in Section twelve, township twenty two range two west. Also the southeast quarter of the northeast quarter of Section thirty five and the southwest quarter of northwest quarter of Section thirty six, in township twenty one range two west. This deed conveys all of the above described lands with the following exceptions and reservations:

Except that part of the northeast quarter of southeast quarter of Section twelve, township twenty two, range two west, heretofore conveyed by C. T.Brittingham to R. L.

Holcombe by deed executed on the 7th day of December, 1917, and recorded in Deed Book 63, Also except a house and lot heretofore known as the page 111; John's lot and now known as the Murphy G. Baker lot described as follows:

Beginning at a point north of the public road crossing of the Southern Railroad and Shelby dirt road, thence running south 33 degrees 28 minutes west 656.6 feet, thence north 71 degrees 12 minutes east 205 feet, thence north 46 degrees 51 minutes east 262 feet, thence south 48 degrees 11 minutes east 207.5 feet, thence north 40 degrees 55 minutes east 229.3 feet to the Shelby Dirt road, thence along said road north 51 degrees 35 minutes west 422.4 feet to the point of beginning, containing 3.79 acres;

Also except a lot beginning at an iron pin on the northeast corner of said lot at a point on the Shelby Dirt road and running thence with said Shelby road north 41 degrees west 495 feet to the forks of said Shelby road and the old Columbiana road, thence along said old Columbiana road south 49 degrees west 156 feet, thence south 41 degrees east 495 feet to a stake, thence north 49 degrees east 156 feet to the point of beginning, containing 1.77 acres and known as the Kroell and Johnson lot.

- (2) Also the southeast quarter of the northwest quarter the southwest quarter of the northeast quarter, also all of the north half of the southeast quarter, and the southeast quarter of the northeast quarter lying north and west of the Southern Railroad, all in Section twelve, Township twenty two, range two west.
- (3) Also all that part of the east half of southwest quarter and west half of the southeast quarter of Section one, township twenty two, range two west situated, lying and being on the west side of the Shelby Springs and Elyton dirt road.
- (4) Also all of the east half of southwest quarter and west half of southeast quarter of Section one, township twenty two, range two west, situated, lying and being on the east side

of the Shelby Springs and Elyton dirt road; also a lot described as follows: Commencing at the Elyton public road, thence running north with Louis Smith's lot 150 yards to corner of same, thence east 70 yards, thence south to the Elyton Public road and parallel with said road 70 yards to point of beginning, containing $2\frac{1}{4}$ acres more or less and being in the NE $\frac{1}{4}$ of Section 12, Township 22, Range 2 west.

- (5) Also the southeast quarter and the east one half of the southwest quarter of Section thirty six, township twenty one, range two west, Shelby County, Alabama.
- One lot of real estate at Shelby Springs in said County comprising the triangular lot on which Mary M. M. Mahon's residence was burned in the year 1911, and the Pear Orchard and garden across the Columbiana and Calera Public road and which has been connected to and appurtenant to said triangular lot on which said dwelling stood and all of which is now particularly described as follows: Commencing at an iron stake on the south side of the settlement crossing and 15 feet at a right angle from the Southern railroad at a point 404 feet, along the track south of the center of the culvert at the station at Shelby Springs, running thence in a straight line to and across the Columbiana and Calera road to an iron stake 405 feet, and at a right angle to said railroad, thence in a southwesterly direction parallel with said railroad 204 feet, thence in a straight line towards the said railroad and parallel with the first line of 405 feet, 224 feet to iron stake (crossing said Columbiana and Calera road) thence 425 feet along the northwest side of said dirt road in a southwesterly direction to an iron stake on the side of said dirt road 15 feet from the outside and nearest rail of said railroad, thence northeasterly parallel with said railroad 631 feet to the commencing point and which has been known and reserved as the John's residence lot.
- VAlso the SW of SW of SW of SW of SW Section 18; NW of SW Section 18; all in Township 22, range 1 west, Shelby County, Alabama, SE2 of SE2 Section 12, and the E3 of the WEL, Section 13, NWL of WEL Section 13 except 3 acres in the NW corner thereof, being 3 acres long east and west and 1 acre wide north and south; 2 acres in the SW_4^2 of NE_4^2 Section 13, beginning at the NE corner of said 40 acre tract and running south the width of 1 acre square, thence west the distance of 2 acres or 140 yards, thence north the distance of 1 acre or 70 yards, thence east the distance of 2 acres of 140 yards to the place of beginning. $\sqrt{17\frac{1}{2}}$ acres, more or less, situated in the SW_4^1 of SE_4^1 Section 12, lying east and south of the Southern Railroad, more particularly described as follows: Commencing at the SE corner of SW_{4}^{1} of SE_{4}^{1} , Section 12, thence north 440 yards to the NE corner of said quarter section, thence west 139 yards to the right of way of the Southern Railroad, thence in a southwesterly direction along the right of way of said railroad 200 yards to the "Add Harvill" tract of land, being a 10 acre lot in the same quarter section, thence along "Add Harvill" lot at right angles to said railroad 403-2/3 yards to a point where said line intersects the Southern boundary line of Section 12, thence east along said section line to theppoint of beginning, being about 15 feet from the point of intersection to the point of beginning, containing 17½ acres, All that part of NE4 of NW4 lying SE of the Southern Railroad except 5 acres owned by Will Jones, known as William Jones, and which was conveyed to said Jones by J. S. Collum, consisting of 8 acres, more or less, and all of which said land is situated in Township 22, range 2 west, Shelby County, Alabama. All of the above and foregoing land consisting of $344\frac{1}{2}$ acres more or less.

All public road ways, railroad rights of way and power company rights of way over or through said land are excepted from this conveyance.

Four acres of the southeast quarter of the southwest quarter of Section 12, Township 22, range 2 west, measured and bounded as follows: Commencing on the northwest

corner of said above designated tract on the eastern margin of the public road leading from Montevallo to Columbiana via Shelby Springs, thence east along the line of Bazil Wright's land to the Selma, Rome and Dalton railroad, now known as the Southern Railroad, thence southward along the said railroad on the land of L and John M. Leach, without crossing railroad. Such description as made required to embrace within the boundaries designated four acres by a direct line from the terminus of the last designated measurement to place of beginning, forming a three sided tract or triangle. East half of southeast quarter of Section 2, and the west half of southwest quarter of Section one, all in township 22, range 2 west; All of the above described property being situated in the County of Shelby and State of Alabama.

To have and to hold to the said Yamakita Land and Development Company Inc. its successors and assigns forever.

And we do four ourselves and our heirs, executors and administrators covenant with the said Yamakita Land & Development Company Inc. its successors and assigns that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as below stated, 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 Yamakita Land and Development Company Inc. its successors and assigns forever, against the lawful claims of all persons.

The lands described in paragraph marked (1) is encumbered by a mortgage for \$6500.00 executed by Nelson and Parish to C. T. Brittingham due on June 29, 1927, and also mortgage executed by Nelson and Parish to Daisy Smith McMillen securing three notes each for \$2666.67 due April 13, 1927, April 13, 1928 and April 13, 1929. Also a mortgage executed by Nelson & Parish to Mrs. D. L. Lavender securing three notes of \$2166.66 each due April 1, 1927,

April 1, 1928, and April 1, 1929, each bearing interest from April, 1, 1926.

The land described in paragraph (2) is encumbered by a mortgage executed by Nelson & Parish to G. C. Stonecypher securing three notes for \$1000.00 each due on March 1, 1927, March 1, 1928, and March 1, 1929 each bearing interest from March 1, 1926.

That parcel of land described in paragraph marked (3) is encumbered by a mortgage executed by Nelson & Parish to Tom Canady for \$500.00 securing four notes each for \$125.00 due on the lst. day of December 1927, lst. day of December 1928, lst. day of December 1929 and lst. day of December 1930, each bearing interest from April, 12, 1926.

That parcel of land described in paragraph marked (4) is encumbered with a mortgage executed by Nelson & Parish to R. J. Comes for \$840.00 due October 1, 1927, bearing interest from April 10th 1926.

That parcel of land described in paragraph Number (5) is encumbered with a mortgage executed by C. H. Nelson to L. K. Mackay for \$1400.00.

That parcel of land described in paragraph number (6) is encumbered with a mortgage executed by Nelson & Parish to Mary Margaret Graves and Eva S. Baker securing one note of \$250.00 due June 17, 1927, and 33 notes of \$30.00 each, one being due the 17th day of each month from July 17th 1927, to March 17th 1930, and one note for \$20.00 due April 17, 1930, all payments bearing interest at 7% from June 17th 1926.

That parcel of land described in paragraph marked (7) is encumbered by a mortgage executed by Nelson & Parish to A. B. Bristow et al for \$9469.09 securing one note for \$1600.00 due January 1, 1928 nine notes for \$750.00 each due January 1, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937 and one note for \$1119.09 due January 1, 1938 all bearing interest from the 29th day of January, 1927. Also a mortgage executed by H. S. Bristow

et al to Federal Land Bank of New Orleans, La. on the 1st. day of August 1925 for \$2700.00 on which \$86.22 has been paid, bearing interest at $5\frac{1}{2}\%$ from date.

In witness whereof we have hereunto set our hands and seals this 1st. day of Feby. 1927.

C. H.Nelson (L.S.)

Howard Parish (L.S.)

Margaret Parish (L.S.)

THE STATE OF ALABAMA)

JEFFERSON COUNTY

I, Sam H. Hammett a Notary Public in and for said County and State, hereby certify that C. H. Nelson and Howard Parish and his wife Margaret Parish, 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 1st. day of Feb. 1927.

Sam H. Hammett--Notary Public

THE STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Sam H. Hammett, a Notary Public in and for said County and State, hereby certify that on the 1st.day of Feb. 1927 came before me the within named Margaret Parish, known tome to the wife of the within named Howard Parish 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 And this 1st. day of Feb. 1927.

Sam H. Hammett--Notary Public

THE STATE OF ALABAMA)
SHELBY COUNTY)

I, L. B.Riddle Judge of Probate hereby certify that the within deed was Filed in this office for record Feb. 4th 1927 at 9 oclock A.M. and recorded in Deed record 81 page 285 and examined.

STATE OF ALABAMA

STATE OF ALABAMA
SHELBY COUNTY
I hereby cartify that

L. B.Riddle--Judge of Probate

has been paichon the within instrument as required by

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