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THE STATE OF ALABAMA

and reserved to Warrior Water Company.

SHEBLY COUNTY. KNOW ALL MEN BY THESE PRESENTS, That for and in the consideration of One Thousand and NO/100(\$1,000.00) Dollars to the undersigned grantor Warrior Water Company in hand paid by John F. Allen, the receipt whereof is acknowledged, the said Warrior Water Company, a Corporation, does hereby grant, bargain, sell and convey unto the said J. F. Allen the following described real estate situated in Shelby County, Alabama, to-wit; The West half of the northwest quarter (Works of NW) of section Thirteen (13) Township Twenty-two (22) Range three, (3) West, containing eighty (80) acres more or less; excepting and reserving from said eighty (80) acre tract the following portions thereof; First; That certain tract of three (3) acres deeded to the State of Alabama for school purposes and described in the deed to the State of Alabama. Second; That certain tract of approximately one-fourth (1/4) of an acre in the shape of a triangle situated on the North side of Spring Creek deeded to Mrs E. J. Seale. Third; All that tract of land enclosed by the following described boundary lines, to-wit; Begin at the Northeast corner of the Northwest quarter of Northwest quarter (NW) of NW) of section 13, Township 22, Range 3 West; thence run in a westerly direction along the northern boundary of said section 13 a distance of two hundred thirty-three and 5/10 (233.5) feet; thence in a southerly direction and parallel with the Eastern boundary of the Northwest Quarter of Northwest Quarter (NW\frac{1}{4} of NW\frac{1}{4}) of said section 13, a distance of two hundred thirty-three and 5/10 (233.5) feet; Thence at an angle of approximately ninety degrees (90°) to the left run in an easterly direction a distance of two hundred thirty-three and 5/10 (233.5) feet to the said eastern boundary of the Northwest quarter of Northwest Quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$) of said Section:13; Thence North along said eastern boundary of said Northwest quarter of Northwest quarter of said Section 13, a distance of two-hundred thirty-three and 5/10 (233.5) feat to the point of beginning , the area enclosed in aaid boundary lines being approximately one and one-fourth (13) acres and including the one-fourth (14) acre heretofore owned by Mrs E. J. Seale, and One (1) acre title to which is retained by

FOURTH: That certain tract or parcel of land containing approximately sixtenths (6/10) of an acre, which tract is hundred (100) feet in width, being fifty (50) feet on each side of the following described center line thereof, viz; Begin at the Northeast corner of the Northwest quarter of the Northwest quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$) of section 13, Township 22, Range 3 West; Thence run in a westerly direction along the northern boundary of said section 13 a distance of one thousand ninety-eight and 23/100 (lo98.23) feet; thence at an angle of eighty-six degrees forty-two minutes (86° 42') to the left a distance of six hundred fifty-nine and 87/100 (659.87) feet; thence at an angle of sixty- four degrees fifty-two minutes (64°52') to the left a distance of twenty (20) feet to the point of beginning of the center line of said tract; From said point of beginning run Southeasterly as a continuation of said last described line a distance of one hundred two and 82/100 (102.82) feet; thence at an angle of seventeen degrees forty-fout minutes (17°44') to the left a distance of fifty-one and 85/100 (51.85) feet; thence at an angle of eleven degrees twenty-eight minutes (11°28') to the left a distance of one hundred and 25/100 (100.25) feet to the end of said center line; title to said tract or parcel of land being retained by and reserved to said Warrior Water Company. Fifth; All those portions of said West Half pf Northwest Quarter (Was of NWas) of said Section 13, Township 22, Range 8 West, which would, may or shall hereafter be overflowed or damaged by water as the result of the erection and maintenancese of a dam built across Spring Creek on daid tract of land

described in the preceding Exception numbered Fourth to a height of Eight (8) feet, the said Warrior Water Company hereby expressly reserving the right to erect, maintain, repair and, from time to time, to reconstruct, a dam, up to but not exceeding eight (8) feet in height across Spring Creek on said strip or patcel of land described in exception Fourth, supra, for the purpose of impounding the waters of Spring Creek, and also reserving the title to all portions of said eighty-acre tract of land which would, may or shall hereafter be overflowed or damaged by water as the result of the construction and maintenance of such a dam, and without liability of any kind to the said John F. Allen, his heirs or assigns on account of the erection and maintenance: of such: dam and the overflowing of or damage to portions of said eighty acrestract of land as a result thereof. Sixth; The water flowing in Spring Creek; the Warrior Water Comany; hereby expressly retaining and reserving the right to draw from said creek and use for its own purposes and for any purpose it sees fit, and to take away, divert and consume any or all of the waters flowing in said creek or impounded by a dam across said creek, if a dam be erected, except that the said grantee, John F., Allen, his heits and assigns, shall have the right (which is hereby granted to him and them) to so much of said water as shall be necessary for watering live stock and for ordinary domestic and farm purposes, but shall have no right or claim of any kind against the Warrior Water Company, its successors or assigns, for or on account of the diversion, taking away or consumption of all the remainder of such waters, the said John F. Allen being hereinafter granted, however, the right to use any water which may flow over any dam which may be built in said Creek as hereinafter set forth. Seventh; The right, privilage and easement to lay, construct, maintain, repair, use and from time to time to replace, a pipe line from the parcel of land described in the Fourth Exception, supra, along theroad which crosses said lands, in an easterly direction, to the intersection of said road with the Dargan-Montevallo Road. Eighthg; Such rights and easements as the public has in and to all public roads on said lands. And the Warrior Water Company hereby grants, bargains, sells and coweys unto said John F. Allen the said West half of Northwest quarter (World of NW) of Section 13, Township 22, Range 3 West, except those portions thereof described on the foregoing exceptions and reservations numbered "First" to "Eighth", both inclusive; and for the same consideration aforesaid the Warrior Water Company does herebyb grant to John F. Allen his heirs and assigns, the right to cultivate and use those portions of said land which would, may, or shall hereafter be overflowed or damaged by water as the result of the construction and maintenance of a dam not exceeding eight (8) feet in hight on said tract of land described in exception Fourth, supra, until such dam shall be erected, the right of said John F Allen his heirs and assigns to so cultivate and use such portions of said lands to cease and terminate whenever a dam is erected on said tract of land. And for the same consideration aforesaid the said Warrior Water Company does further grant unto the said John F. Allen, his heirs andassigns, the right to use so much of the waters of Spring Creek, if any, as may flow over such dam as may be erected across Spring Creek dn said Tract and from of land described in Exception Fourth, supra, so long as said dam in maintained, and the right to enter on that part of said one hundred (100) foot strip of land lying below such dam and erect thereon such flumes, spill-ways, mill races, and structures as may be necessary to catch, concentrate and transport the water flowing over said dam to the lands lying south of said dam hereby conveyed to said John F Allen, the said flumes, spillways, mill races and structures to be so con-sctructed as not to weaken or in any way impair the strength of such dam, or the use thereof, and so as not to interfere in any manner with the use by the Warrior Water Company its successors and assigns, of said dam and said parcel of land reserved by Exception Fourth It is expressly understood that while reserving the r ight to construct, erect, and from time to time to repair and reconstruct such dam the Warrior Water Company, its successors and assigns, are under no obligation to construct or maintain such a dam, or to provide any

overflow of water across such dam, and it and they have, and shall continue to have, the right, if such dam is erected, to use and divert all the water impounded thereby, if they see fit, except so much thereof as is necessary to the owner of the lands hereby conveyed for watering stock and for ordinary domestic and farm purposes. And as a part of the consideration for this conveyance, the grantee, John F. Allen, his heirs and assigns, by the acceptance hereof agree that the said Warrior Water Company shall not be liable to him or them for any damage or injury to any of said flumes, spillways, mill races, or to any mill buildings or structures of any kind erected on said lands, or to said lands resulting from the breaking of any dam erected across said creek, or from the failure to keep such a dam in repair, and the grantee, his heirs and assigns expressly release grantor, its successors and assigns, from all liability and all claims which he, the grantee, hism heirs or assigns; may or might at any time have for or on account thereof. TO HAVE AND TO HOLD the above granted premises to the saidJohn F. Allen, his heirs and assigns forever. And the Warrior Water Company does for itself and for its successors cottenant with the said John F Allen, his heirs and assigns that it is lawfully seized in fee simple of said premises; that they are free from all incumbrances; that it has a good right to sell and convey the same as aforesaid and that it will and its successors shall warrant and defend the same to the said John F. Allen, his heirs and assigns forever, against the lawful claims of all persons. IN WITNESS WHEREOF, the Warrior Water Company has caused these presents to be executed for it and in its name and behalf by R. A. Polglaze, its President, and to be attested and its corporate seal hereon affixed by F. C. Basenberg, its Secretery, each of whom is thereunto duly authorized this the 31st day of October 1931.

Warrior Water Company
By R. A. Polglaze
Its President

F. C. Basenberg
Secretary

STATE OF ALABAMA
JEFFERSON COUNTY. I, Frances Smith, a Notary Public in and for said County, in said State, hereby certify that R. A, Polglaze and F. C. Basenberg, whose names as President and Secretary, respectively, of the Warrior Water Company, a Corporation, are signed to the foregoing conveyance, and the are known to me, acknowedged before me on this day, that, being informed of the contents of the conveyance they, as such officers, and with full authority executed the same voluntarily for and as the act of said corporation. Given under my hand this the 31st day of October 1931.

Frances Smith Notary Public.

STATE OF ALABAMA JEFF RSON COUNTY. KNOW ALL MEN BY THESE PRESENTS, That the undersigned, The First National Bank of Birmingham, a corporation, as trustee under that certain mortgage or deed of trust dated as of the 1st day of April, 1929, executed by Warrior Water Company, a corporation, to American Traders National Bank, of Birmingham, a corporation, as trustee, which mortgage or deed of trust is duly recorded in Record of Mortgages, Volume 158, page 350-395 in the office of the Judge of Probate of Shelby County, Alabama, (said The First National Bank of Birmingham having succeeded said American-Traders National Bank of Birmingham as trustee under said mortgage or deed of trust) does hereby acknowledge receipt from said Warrior Water Company of the sum of one thousand and no/100 (\$1,000.00) Dollars, the consideration mentioned in the attached and foregoing deed of conveyance for the property described in and conveyed by daid conveyance, and the undersigned also acknowledges that said Warrior Water Company has done and caused to be done all the things which are required by said Mortgage or deed of grust dated April 15t 1929, executed by Warrior Water Company to American-Traders National Bank, as trustee, to be done to entitle it to have released from the lien of said mortgage or deed of trust the property described, and conveyed by said foregoing and attached deed of conveyance executed by Warrior Water Company to John F. Allen and has performed all the conditions and complied with all the terms and provisions of said mortgage or deed of trust upon a performance of and compliance with which it is entitled to have said property released from the lien of said mortgage

or deed of trust; and, in consideration of the premises and of said sum of One thousand (\$1,000.00) Dollars constituting the consideration for the said attached and foregoing conveyance, and in further consideration of One and nO/100 (\$1.00) Dollars to the undersigned in hand paid by said John F. Allen, receipt whereof is acknowledged, the said undersigned, The First National Bank of Birmingham, a corporation, as trustee under said mortgage or deed of trust and under and by virtue of powers conferred upin it thereby, does hereby remise, release and forever quit claim unto said John F. Allen all the right, title, interest and claim which the said American-Traders National Bank of Birmingham, as trustee, acquired under the aforesaid mortgage or deed of trust, dated April 1st 1929, executed by Warrior Water Company to said American Traders National Bank of Birmingham, as trustee, or which the undersigned The First National Bank of Birmingham as successor trustee under said mortgage or deed of trust has in or to that portion of the premises therein and thereby conveyed which is described in and conveyed by the attached and foregoing deed executed by Warrior Water Company to John F Allen, dated Owtober 1931, and does hereby forever release and discharge the said portion of said premises from the lien of said mortgage or deed of trust. But this release shall not in any way affect or impair the right ^of the undersigned trustee to hold under the said mortgage or deed of trust and as security for the bonds and sums now or hereafter secured thereby, or to sell under the power of sale in said mortgage or deed of trust contained all the remainder of the premises therein conveyed and not hereby released and daid mortgage or deed of trust shall remain in full force and effect in all respects except as against the property hereby released therefrom. IN WITNESS WHEREOF The First Nationak Bank of Birmingham, in its capacity as trustee under the said mortgage or deed of trust, and by virtue of the powers thereby conferred upon it, has caused these presents to be signed in its corporate name by its Vice President and impressed with its corporate seal and attested by its Asst. Trust Officer, each of whom is thereunto duly authorized this the 31st day of October 1931.

The First National Bank of Birmingham,
As Trustee
By C T Zulcoski Jr
Vice President

Attested;

J M Burt, Asst. Trust Officer.

STATE OF ALABAMA JEFFERSON COUNTY

I, Lowise Thomas, a Notary Public, in and for said County in said State, hereby certify that whose name as Vice-President of the First National Bank of Birmingham a corporation, is signed to the foregoing conveyance and release from mortgage, which said Corporation's name as trustee, is signed to the said foregoing conveyance and release from mortgage, and who is known to me, acknowledged before me on this day that, being informed of the centents of conveyance and release from mortgage, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation in its capacity as such Trusteeson the day the same bears date. Given under my hand this the 21st day of October 1931.

STATE OF ALABAMA SHEGEYPCOUNTY.

S'cul.

I Cage Head Judge of Probate hereby certify that the within instrument was filed in this office for record November 14th 1931 and recorded in deed record 93 page 75, Nov 18 1931 and examined.

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Cage Head, Judge of Probate.

CACE HEAD, JUDGE OF PROBNIE