STATE OF ALABAMA
JEFFERSON COUNTY

KNOW ALL MEN BY THESE FRESENTS, that for and in consideration of Eight Thousand (\$8,000.00) Dollars, in hand paid to the undersigned, Birmingham Trust and Savings Company, as Trustee under the will of W. H. Mitchell, deceased, by Hyman Goldberg, Meyer L. Goldberg and Harry Witt, the receipt of which is hereby acknowledged, the undersigned grantor, Birmingham Trust and Savings Company, as Trustee under the Will of W. H. Mitchell, deceased, does hereby grant, bargain, sell and convey unto the said Hyman Goldberg, and Harry Witt, the following described real estate situated in the town of Montevallo, Shelby County, Alabama, to-wit: the above M. L. Goldberg owns 50% Harry Witt & Hyman Goldberg 25% each-

#1. A certain part of Lot 21 according to the original plan of the town of Montevallo, Alabama, as shown by map, which part is particularly described as follows: Beginning at the most Southerly corner of a brick store building formerly known as and called the H. C. and W. B. Reynolds Store Building, which in 1921 was occupied by Jeter Mercantile Company, Running thence Southwest along the margin of Broad Street, sometimes called Main Street, a distance of 26 feet and 6 inches, thence Northwesterly perpendicular to said Broad Street a distance of 150 feet, thence Northeasterly parallel with said Broad Street or Main Street a distance of 26 feet and 6 inches, thence in a Southeasterly direction perpendicular to said Broad Street or Main Street, and in a line with and along the Southwest wall of said H. C. and W. B. Reynolds Store Building 150 feet, more or less, to the point of beginning. Said lot being further described as follows: Beginning at a point marked by bhe intersection of the $^{
m N}$ orth side of the side walk on the Northwest side of Main or Broad Street with the intersection of the Western or Southwestern margin of the side walk on Southwest side of Middle Street, and run thence in a Southwesterly direction along the Northwest margin of the side walk on said Main or Broad Street a distance of 47 feet and 5/1/2 inches, more or less, to the point of commencement of the lot herein described, and which commencement point is, and has heretofore been desaribed as being the Southwest corner of the brick store building of H. C. and W. B. Reynolds, and runningin thence in a Southwesterly direction along the Northwest Margin of the boundary line of said side walk on said Main or Broad Street, a distance of 26 feet and 6 inches, more or less, to the Southeast corner of the brick building now occupied by M. P. Jeter, run thence in a Northwesterly direction perpendicular to Maina or Broad Street and along the North east wall of said M. P. Jeter Building a distance of 150 feet to a point; run thence in a Northeasterly direction and parallel with said Broad or Main Street a distance of 26 feet and 6 inches, more or less, to the Southwest wall of the building formerly known as the H. C. and W. B. Reynolds Store Building; run thence in a Southeasterly direction and along the Southwest wall of said H. C. and W. B. Reynolds Store Building, a distance of 150 feet, more or less, to Broad or Main Street, to the point of commencement, upon which a building as now situated and occupied by the Cowart Drug Company, in the town of Montevallo, Alabama,

Also, all the right, title, interest and privileges and also subject to all the reservations, conditions and limitations in and to the party wall agreement heretofore executed by and between K. P. Reynolds and D. L. Wilkinson and F. F. Crowe, which agreement is recorded in Deed Book 22, on page 236, in the office of the Judge of Probate of Shelby County, Alabama, which said right, title, interest and privileges have decome vested in the grantor herein by mesne conveyances of record, and for a full description of same reference is hereby made to said deed of K. P. Reynolds to Wilkinson and Crowe, as aforesaid.

#2. Also a certain lot or parcel of land situated on Main or Broad Street in the town of Montevallo, Alabama, more particularly described as follows: Commencing at a point 133 feet and 2 inches from the Southeast corner of lot 18 according to the plat of the town of Montevallo, Alabama, and which said point is the point of beginning of the lot herein described and which is 134 feet 11 1/2 inches, more or less, from the intersection of the North margin of the side walk on the Northwest side of Main or Bradd Street with the Eastern line of the side walk on the Northeast side of Shelhy Street, and which said point is in a Northeasterly direction from said intersection, or from the Southeast corner of what was formerly the Latham Drug Stone Building, and which was formerly occupied by the Wilson Drug Store; run thence along the margin of Broad or Main Street 25 feet, more or less, to the Southwest wall of the Dr. W. J. Mitchell Building; run thence in a Northwesterly direction perpendicular to Main Street and along the Southwestern wall of the Dr. W. J. Mitchell Building, and parallel to Middle Street for a distance of 300 feet, more or less, until the margin of Valley Street is reached; run thence in a Southwesterly direction for a distance of 25 feet parallel to Valley Street; run thence in a Southeasterly direction along the Northeastern wall of the G. H. Kend Hrck lot for a distance of 300 feet, more or less and parallel to Middle Street to the point of beginning; said lot fronting 25 feet, more or less, on Broad Street and running back in uniform width a distance of 300 feet to Valley Street, and being parts of Lots 19 and 20, according to the original plat of the town of Montevallo, Alabama.

Together with all rights of easements, rights of way and party wall agreements heretofore made; and also subject to all easements, rights of way and party wall agreements heretofore made, as shown of record in that certain agreement between the Bimingham Trust & Savings Company, as Trustee, and George H. Kendikick and wife, Emma Kendrick and wife, Emma Kemdrick, dated March 19th, 1936, and recorded in Deed Book 101, on Page 22, for a full description and of the right therein, reference is hereby made to the said agreement hereinabove described.

TO HAVE AND TO HOLD unto the said Hyman Goldberg, Meyer L. Goldberg, and Harry Witt, their heirs am assigns forever:

And the undersigned Birmingham Trust and Savings Company, as Trustee as aforesaid, does for itself, its successors and assigns, covenant with the said Hyman Goldberg, Meyer L. Goldberg, and Harry Witt, that it is lawfully seized of said premises in fee simple; that the same are free from all liens and encumbrances, that it has a good and lawful right to sell and convey the same, as aforesaid, and further that it, and its successors shall warrant and defend the same unto the said Hyman Goldberg, Meyer L. Goldberg, and Harry Witt, their heirs and assigns forever, against the lawful claims of all persons.

It is hereby understood, and the grantees by accepting this deed, hereby agree that nothing herein contained shall be held or construed either directly or indirectly to con# stitute covenants of warranty by Birmingham Trust & Savings Company in its individual or corporate capacity, but it covenants only insofar as it is authorized as such Trustee.

It is further understood and agreed that the covenants of warranty shall not extend as to any or all rights of way, party wall agreements or other easements against the said property.

IN WITHESS WHEREOF the undersigned Birmingham Trust & Savings Company, as Trustee as aforesaid, has caused this deed to be executed for and in its name by Maclin F. Smith, its Trust Officer, who is duly authorized, and its corporate seal to be hereto affixed on this 8th day of June, 1936.

Corporate Seal

STATE OF ALABAMA JEFFERSON COUNTY BIRMINGHAM TRUST & SAVINGS COMPANY. as Trustee under the will of W. H. Mitchell, deceased,

By Maclin F. Smith.

STATE OF ALABAMA SHELBY COUNTY Trust Officer. I hereby certify that

__Privilege Tax has been paid on the within instrument as required by

L. C. WALKER. JUDGE OF PROBATE

I, Katherine G. Lancy, a Notary Public in and for said County in said State, hereby certify that Maclin F. Smith, whose name as Trust Officer of Birmingham Trust & Savings Company, a corporation, acting as Trustee under the will and the codicils thereto attached of W. H. Mitchell, deceased, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he! as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, as Trustee as aforesaid, on the day the same bears date.

Given under my hand and official seal on this 8th day of June, 1936.

Katherine G. Laney,

Notary Public

Notary Seal

Filed for record in this office the 9th day of June, 1936 at 3 PM and recorded in Deed Record No. 101, on page 34-35 and examined:

L. C. Walker, Judge of Probate, Shelby County, Alabama.