

## Contract for Exchange of Properties

State of Alabama)  
Jefferson County)

Contract for Exchange of Properties as Between H.H.Smith- Lois V. Butler and Frank Butler, Jr.

This contract entered into this the 6th day of January, 1937, by and between H.H. Smith, party of the first part, and F.E. Butler, acting as Agent for Lois V. Butler and Frank Butler, Jr., whereby the said H.H. Smith agrees to sell to the said Butler's that certain thirty (30) acres of land, together with all singular appurtenances thereunto belonging and including certain materials, consisting mainly of lumber now stored at the said property, which said property is described as being in the S $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Sec. 11, Tp. 20, R. 3-W, in Shelby County, Alabama; being thirty (30) acres of the same property which the said Smith acquired from Mrs. Naro and the Johnson brothers in 1936. The consideration being an exchange of property owned by the said Butlers and described as follows: Forty (40) acres in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Sec. 22, Tp. 21, R - 2-W and forty (40) acres in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Sec 22, Tp 21, R. 2-W, which said eighty (80) acres is located in Shelby County, Alabama and eighty (80) acres situated in Baldwin County, Alabama and described as being located in the E $\frac{1}{2}$  of the SW $\frac{1}{4}$ , Sec. 33, Tp. 4- S, Range 4-E. The latter described property is sold subject to an outstanding lease to D. F. Barnhill and expiring three (3) years from the 21st day of January, 1936; it being understood and agreed that Frank Butler, Jr. will pay the said H.H. Smith the unearned portion of the said lease in cash upon the consummation of the transaction.

It is understood and agreed that all parties hereto will furnish abstracts, showing good and merchantable titles to all properties herein conveyed. Inasmuch as H.H. Smith is not posting any cash for the payment of abstracts to the property herein being conveyed by him and that the said Butlers are standing for the cost of the said abstracts, the said H.H. Smith does hereby bind himself, his heirs and administrators to the full compliance of this contract, thirty (30) days to be allowed for the closing of the same.

If for any reason the title to the property of the said Smith is not merchantable and can not be made so within any reasonable time, the said Smith does hereby give a lien against his said thirty (30) acres for any cost in connection with the abstracts until the amount for the same shall have been paid to the said Butlers.

Witnesses:

J. W. Brown Jr.,  
Maxine Frieese

H.H. Smith

F.E. Butler, Agent.

Filed for record in this office February 2nd 1937 at 3 P.M. and recorded in deed record 102, and recorded in deed record and examined. L. C. Walker, Judge of Probate