STATE OF ALABAMA)

JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of One and 00/100 (\$1.00) Dollars, and other valuable considerations, to the undersigned grantor, Daisy S. McMillan in hand paid by John R. Irby, the receipt whereof is hereby acknowledged, and the assumption of that certain indebtedness secured by mortgage recorded in Mortgage Book 169, page 557, of the records in the Probate Office of Shelby County, Alabama executed by Daisy Smith McMillan and husband, J. R. McMillan, bearing date July 3rd, 1935, payable to the Land Bank Commissioner acting pursuant to part 3 of Act of Congress known as the Farm Mortgage Act of 1933, securing a principal sum of \$2,500.00, with interest payable annually in fifteen installments; we, the said Daisy S. McMillan (also known as Daisy Smith McMillan) and husband, J. R. McMillan, do grant, bargain, sell and convey unto the said John R. Irby the following described real estate, situated in Shelby County, Alabama, towit:

The Southeast Quarter of Northeast Quarter of Section Thirty-five; and the Southwest Quarter of Northwest Quarter of Section Thirty-six; South Half of Southeast Quarter of Section Thirty-five; Southwest Quarter of Section Thirty-six, all in Township Twenty-one, Range Two West; also

East Half of Southeast Quarter of Section One Township Twenty-two, Range Two West;

All that part of Southeast Quarter of Northeast Quarter and Northeast Quarter of Southeast Quarter of Section Twelve; Township Twenty-two, Range Two West, which lies South and East of the right of way of the Southern Railroad, except that portion of land in said Northeast Quarter of Southeast Quarter of Said Section Twelve embraced in an eighteen acre tract of land described as follows:

Commence at the Southeast Corner of said Northeast Quarter of Southeast Quarter of said Section Twelve and run thenceWest along the North line of the South Half of Southeast Quarter of said Section, seventeen hundred and thirty-five feet to the Eastern margin of the right of way of the Southern Railroad; thence in a Northeasterly direction along the Eastern margin of said right of way Seven Hundred and Two feet; thence in a Southeast direction twelve Hundred and Ninety-six feet to a point on the East line of said Northeast Quarter of Section Twelve, which point is three hundred and forty-one feet North of the Southeast corner of said forty; thence South along the Eastern line of said forty, three hundred and forty-one feet to the point of beginning; also

- All that part of Section Five lying South of Camp Branch;
- All that part of the South Half of Section Six lying South of Camp Branch; The North Half of Section and the North Half of the South Half of Section Seven except the following tracts, vix:
- (a) Commence at the Southwest corner of the Northwest Quarter of Northwest Quarter of Section Seven, Township twenty-two, Range one West, and run thence North 85° East along the South boundary of said forty, two hundred and thirty-one feet to the center of the right of way of the Southern Railroad; thence North 33° 28' East along the center of said right of way, eight hundred and ninety-two feet to a point in the middle or center of what is known as the Old Columbiana Road, which is the point of beginning of the lot covered by this exception; thence South 33° 28' West along the center of said railroad right of way Six Hundred and fifty-six and 6/10 feet; thence North 71° 12' East two hundred and five feet; thence North 46°51' East two hundred and sixty-two feet; thence South 48° 11' East two hundred and seven and 3/10 feet; thence North 40° 55' East two hundred and twenty-nine and 3/10 feet to the center of the old Columbiana Road; thence North 51° 33' West along the center of the Columbiana Road, four hundred and twenty-two and 4/10 (422.4) feet to the point of beginning; and which exception contains three and 79/100 acres;
- (b) Commence at the Southwest corner of the Northwest Quarter of Northwest Quarter of said Section Seven and thence run North 85° East along the South boundary line of said forty, two hundred and thirty-one feet to the center of the right of way of the Southern Railroad; thence North 33° 28' East along the center of said right of way, fourteen hundred and sixty-nine and 5/10 feet to the point of beginning of the exceptions covered in this paragraph; thence North 33° 28' East along the center of said right of way of said railroad two hundred feet; thence North 56° 32' West two hundred and fifty feet; thence South 33° 28' west two hundred feet; thence South 56° 32' East two hundred and fifty feet to the point of beginning, containing one acre.
- (c) That certain lot known as the Johns lot; also now known as the Kroell lot, being a rectangular lot One Hundred and Fifty-Six feet wide and Four Hundred and Ninety-five feet long, and being situated on the West side of what is known as the Old Shelby Road, andmore particularly described as follows:

Beginning on the West margin of the Shelby Road at an iron pin at the Southwest corner of said lot; thence along the Western margin of said Shelby Road, North 41° West four hundred and ninety-five feet to the intersection of the West line of said Shelby Road, with the East line of the old Columbiana Road; thence in a

Southwesterly direction along the Eastern margin of the Old Columbiana Road, South 49° West One Hundred and fifty-six feet; thence South 41° East Four Hundred and Ninety-five feet; thence North 49° East One Hundred and Fifty-six feet to the point of beginning, containing one and 77/100 acres.

Also the West Half of Northeast Quarter and Northwest Quarter of Southwest Quarter of Section Eight; all in Township Twenty-two, Range One West, and Northwest Quarter of said Section 8, Township 22, Range 1 West. All of the aforementioned lands being in Shelby County, Alabama, and containing Fourteen Hundred and Thirty-two and 94/100 (1432.94) acres more or less.

There is excepted from the above the right of way of the Southern Rail-road and the Alabama Power Company and public roads.

It being the intention of this deed to convey to the grantee herein all real property owned by the grantors in Township 22, Range 1 and 2 West, together with all pumps, motors and pipe lines and improvements on said property.

And we do, for ourselves, and our heirs, executors and administrators, covenant with the said John R. Irby, his heirs and assigns, that we are lawfully seized in fee simple of said premises, that they are free from all encumbrances except as above stated, and taxes for the now current tax year, which the grantee is to pay, 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 John R. Irby, his heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, We have hereunto set our hands and seals, this 16th day of March, 1938.

SHELBY COUNTY

SHELBY COUNTY

hereby consily that

Signature Privilege Tak

has been paid on the within

Instrument as required by

(s) Daisy S. McMillan (Seal)

(s) J. R. McMillan (Seal)

STATE OF ALABAMA)
SHELBY COUNTY)

L. C. WALKER,
JUDGE OF PROCATE

I, Grace Carter, a Notary Public in and for said County, in said State, hereby certify that Daisy Smith McMillan and husband, J. R. McMillan, 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 and seal, this 16th day of March, 1938,

law.

Grace Carter, Notary Public.

STATE OF ALABAMA)

SHELBY COUNTY

I, Grace Carter, a Notary Public in and for said County, in said State, do hereby certify that on the 16th day of March, 1938, came before me the within named Daisy Smith McMillan, known to me to be the wife of the within named J. R. McMillan, who, being examined separate and apart from her husband, touching her signature to the with 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 have hereunto set my hand and seal, this 16th day of March, 1938.

Grace Carter,
Notary Public.

Filed for record in this office the 17th day of March, 1938 at 11:30 AM and recorded in Deed Record #294 and 295 and examined.

L. C. Walker, Judge of Probate, Shelby Co., Ala.