

Release

THE STATE OF ALABAMA)

THE COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of TWO HUNDRED DOLLARS (\$200.00) cash, in hand paid

to Frank Frost and his wife, Willie Frost, hereinafter called first party, by Southern Railway Company, a corporation, hereinafter called second party, first party do hereby bargain, sell and convey to second party the right to construct and maintain a railroad track, or rights on the right of way adjoining the property hereinafter described, and to make such cuts, fills, and to move such dirt, rock, or other material in the maintenance of said railroad and right of way as second party may deem fit.

That first party also agree that this deed and release shall cover any and all damage which may have been caused at times in the past, or at any time in the future from any past or future digging, cutting or filling by second party on or adjacent to said right of way near the property hereinafter described, and is in full and complete settlement for any damage done or hereafter done to the hereinafter described property on account of such excavation, digging, filling or maintenance of said right of way.

It is understood and agreed that many years ago the Southern Railway Company, or its predecessors, made a cut to serve some railroad purpose on the side of its railroad track adjoining the property hereinafter described, and that as a result of such cut originally made, or of repairing thereto, or changes therein, the property of first party has sloughed off or eroded, and is in danger of further sloughing or erosion, so that the top soil and other parts of the land or premises of first party will be lost, and the value of their land and property will be impaired, and it is the intention of this release to expressly authorize and permit second party, and its successors and assigns, to maintain its right of way and said cut in such manner as it may deem fit, with the right to slough off or erode lands of first party which may result from such maintenance or cutting or excavating on the right of way of second party, or its assigns and successors.

It is intended that this release shall convey to second party whatever interest or estate in the lands of first party, hereinafter described, as will lawfully permit it, and its successors, to erode, slough off or wash away the land of first party to the extent that the same may wash away, slough off, or become eroded on account of the maintenance of the railroad right of way by second party, or its successors and assigns; that this release shall run with the land and shall be binding on the heirs and personal representatives, successors and assigns of first party, and each of them.

It is understood and agreed that all claims and demands of every kind and description actions and rights of action now or hereafter existing in favor of first party, or either of them, and against second party for such erosion, sloughing off or washing away of the lands hereinafter described, are fully and completely settled by this release.

That the lands intended to be covered by this release, which belong to first party, or either of them, and located in Shelby County, Alabama, are particularly described as follows, to wit:

A certain lot in the Village of Dogwood, described by the following metes and bounds to wit: Commence at the northeast corner of the lot heretofore known and called the G. A. Bennett lot, said point being on the east line of the right of way of the B. B. and B. Branch of the Southern Railway and 50 feet from center line of said railway, running thence north along the line of said right of way 50 feet equal distance from said center line a distance of 210 feet, thence east to the northeast corner of the lot known as the Methodist Church Lot, thence south to the northwest corner of lot known as the Dunham lot,

thence West along north line of G. A. Bennett lot to the point of beginning; the same being known as the Isac Powell lot, being the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, in Township 22, Range 3 West, said to contain one acre, more or less; and being the same land described in deed from J. W. Bunn to Frank Frost and wife, Willie Frost, recorded in Deed Book 75, at page 212, in the Probate Office of Shelby County, Alabama.

IN WITNESS WHEREOF first party hereunto set their hands and affix their seals, on this the 22nd day of June, 1938.

Frank Frost (seal)

Willie Frost (Seal)

The State of Alabama)

The County of Shelby)

I, the undersigned authority, do hereby certify that Frank Frost and his wife, Willie Frost, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

And I do further hereby certify that on the 22nd day of June, 1938, came before me the within named Willie Frost, known to me to be the wife of the within named Frank Frost, who, being examined separate and apart from the husband touching her signature to the within instrument, 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 hand this the 22nd day of June, 1938.

L. C. Walker,

Judge of Probate, in and for
Shelby County, Alabama.

(Seal)

Filed for record in this office the 22nd day of June, 1938 at 11:30 AM and recorded in Deed Record #105 on page 31 and 32 and examined.

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

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that
\$ 5.00 Privilege Tax
has been paid on the within
instrument as required by
law.

L. C. WALKER,
JUDGE OF PROBATE