

D E E D

STATE OF ALABAMA |

COUNTY OF SHELBY |

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Five Dollars (\$5.00) and other good and valuable considerations to the undersigned grantor, George L. Scott, Sr., in hand paid by George L. Scott, Jr. and Albert L. Scott, the receipt whereof is hereby acknowledged; we, the said George L. Scott, Sr. and wife, Annie W. Scott, do grant, bargain, sell and convey unto the said George L. Scott, Jr. and Albert L. Scott an undivided two thirds interest (that is, an undivided one-third interest to each) in and to the following described real estate, to-wit:

The North Half of the Southwest Quarter and Northwest Quarter of Southeast Quarter ( $\frac{N}{2}$  of  $SW\frac{1}{4}$  and  $NW\frac{1}{4}$  of  $SE\frac{1}{4}$ ) and all that part of the Northeast Quarter of Southeast Quarter ( $NE\frac{1}{4}$  of  $SE\frac{1}{4}$ ) which lies West of the Western boundary of the right-of-way of the North bound Louisville & Nashville Railroad, all in Section 35, Township 20, Range 3 West;

Also, all that parcel of land situated in the Southeast Quarter of Southeast Quarter ( $SE\frac{1}{4}$  of  $SE\frac{1}{4}$ ) of Section 35, Township 20, Range 3 West, bounded as follows: Commence at the Northwest corner of said Southeast Quarter of Southeast Quarter ( $SE\frac{1}{4}$  of  $SE\frac{1}{4}$ ) of said Section and run South 820 feet, thence East to the intersection with the Western boundary of the right-of-way of the North bound Louisville & Nashville Railroad, thence Northerly along said Western boundary of said right-of-way to the North line of said Southeast Quarter of Southeast Quarter ( $SE\frac{1}{4}$  of  $SE\frac{1}{4}$ ) of said Section, thence West to the point of beginning;

Also, all that part of the Southwest Quarter of the Southeast Quarter ( $SW\frac{1}{4}$  of  $SE\frac{1}{4}$ ) of Section 35, Township 20, Range 3 West, lying West of the right-of-way of the Louisville & Nashville Railroad, containing thirty-nine (39) acres, more or less;

Also, Lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, according to the map and survey of the W. F. Strowd Subdivision as recorded in the Office of the Judge of Probate of Shelby County, Alabama, and being part of the Southwest Quarter of Southeast Quarter ( $SW\frac{1}{4}$  of  $SE\frac{1}{4}$ ) of Section 35, Township 20, Range 3 West, lying East of the South bound track of the Louisville & Nashville Railroad;

Also, that certain parcel of land situated in the Southeast Quarter of Southeast Quarter ( $SE\frac{1}{4}$  of  $SE\frac{1}{4}$ ) of Section 35, Township 20, Range 3 West, bounded as follows: Begin at a point on the West boundary line of said  $SE\frac{1}{4}$  of  $SE\frac{1}{4}$  of said Section 35, 250 feet North of the Southwest corner of said  $SE\frac{1}{4}$  of  $SE\frac{1}{4}$  of said Section, run thence East on a line parallel with the South boundary of said  $SE\frac{1}{4}$  of  $SE\frac{1}{4}$  of said Section to the West boundary of the right-of-way of the North bound tract of the Louisville & Nashville Railroad; thence Northerly along the said West boundary of said right-of-way to a point 500 feet north of the South boundary of said  $SE\frac{1}{4}$  of  $SE\frac{1}{4}$  of said Section; thence West and parallel with the South boundary line of said  $SE\frac{1}{4}$  of  $SE\frac{1}{4}$  of said Section to a point on the West boundary of said  $SE\frac{1}{4}$  of  $SE\frac{1}{4}$  of said Section, which point is 500 feet North of the Southwest corner of said  $SE\frac{1}{4}$  of  $SE\frac{1}{4}$  of said Section, thence South along the West boundary of said  $SE\frac{1}{4}$  of  $SE\frac{1}{4}$  of said Section 250 feet to the point of beginning;

Excepting from said above described lands, however, one (1) acre occupied by the Bethlehem Church and known as "Bethlehem Church Lot" in the Northeast corner of the Northwest Quarter of Southeast Quarter ( $NW\frac{1}{4}$  of  $SE\frac{1}{4}$ ) of said Section; and, except a one-half acre tract lying West of the South bound track of Louisville & Nashville Railroad in the  $SW\frac{1}{4}$  of  $SE\frac{1}{4}$  of Section 35, Township 20, Range 3 West, heretofore sold and conveyed to Alabama Power Company; and, except a tract twelve (12) feet in width East and West and twenty (20) feet in length North and South lying in the Southeast corner of the Southwest Quarter of Southeast Quarter ( $SW\frac{1}{4}$  of  $SE\frac{1}{4}$ ) of said Section 35, reserved for road purposes only; and, except such easements and rights-of-way as the Louisville & Nashville Railroad Company and the Alabama Power Company have in, on, over or through said lands;



All said lands being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD an undivided one-third interest in and to said real estate to the said George L. Scott, Jr., his heirs and assigns forever, and an undivided one-third interest in and to said real estate to said Albert L. Scott, his heirs and assigns forever; subject, however, to that certain agreement and lease dated the 24th day of May, 1938, made by the said George L. Scott, Sr., as Lessor, to Alabama Carbon Dioxide Ice, Inc., as Lessee, of a portion of said lands and certain rights, privileges and easements therein, for a term of twenty years.

And I, the said George L. Scott, Sr., do hereby expressly reserve to myself and for my sole benefit the rents and royalties due and to become due during my lifetime from said Lessee or its assigns under said agreement and lease to the extent of \$150.00 per month, or \$1800.00 per year, the excess of such rents and royalties over \$1800.00 per year to go and belong to said George L. Scott, Jr., Albert L. Scott and me, George L. Scott, Sr., one-third to each, and all of said rents and royalties becoming due thereunder after my death to go, one-third thereof to said George L. Scott, Jr., one-third thereof to said Albert L. Scott, and one-third thereof to whomsoever shall succeed to the title to my one-third interest in said land, to whom for the aforesaid consideration I hereby assign and convey the same.

And we do for ourselves and our heirs, executors and administrators, covenant with the said George L. Scott, Jr. and Albert L. Scott, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances except said lease, and that we have a good right to sell and convey the same as aforesaid, and that we will and our heirs, executors and administrators, shall warrant and defend the same to said George L. Scott, Jr. and Albert L. Scott, their heirs and assigns forever against the lawful claims of all persons, except said lease.

The purpose of this deed is to convey to and vest in George L. Scott, Jr. and Albert L. Scott a two-thirds undivided interest (an undivided one-third interest to each) in and to said lands and in the excess of the rents and royalties becoming due under said lease during my life over \$1800.00 per year, and a two-thirds undivided interest in and to all rents and royalties becoming due under said lease after my death, and to retain by me, the said George L. Scott, Sr., title to a one-third undivided interest in said lands, and the rents and royalties becoming due under said lease during my lifetime to the extent of \$150.00 per month, or \$1800.00 per year, and one-third of the excess of all such rents and royalties becoming due during my lifetime over \$1800.00 per year, to the end that said lands shall hereafter be owned by the said George L. Scott, Sr., George L. Scott, Jr. and Albert L. Scott, each owning and holding a one-third undivided interest therein, I, the said George L. Scott, Sr., retaining and holding rents and royalties becoming due under said lease during my lifetime to the extent of \$150.00 per month, or \$1800.00 per year, the excess of such rents and royalties over \$1800.00 per year to belong to said George L. Scott, Jr., Albert L. Scott and me, George L. Scott, Sr., one-third to each, and all the said rents and royalties becoming due under said lease after my death to belong, one-third thereof to said George L. Scott, Jr., and one-third thereof to Albert L. Scott, and one-third thereof to whomsoever shall succeed to the title to my one-third interest in said lands.

In witness whereof, we have hereunto set our hands and seals, this the 7th day of August, 1940.

Geo. L. Scott, Sr. (SEAL)

Annie W. Scott (SEAL)

STATE OF ALABAMA |

COUNTY OF SHELBY |

I, C. V. Moore, a Notary Public in and for said County in said State, hereby certify that George L. Scott, Sr. and wife, Annie W. Scott, 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 this 7th day of August, 1940.

C. V. Moore, Notary Public

STATE OF ALABAMA |

COUNTY OF SHELBY |

I, C. V. Moore, a Notary Public in and for said County in said State, do hereby certify that on the 7th day of August, 1940, came before me the within named Annie W. Scott, known to me to be the wife of the within named George L. Scott, Sr., who being examined separate and apart from the husband, touching her signature to the within 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 hereunto set my hand this the 7th day of August, 1940.

C. V. Moore, Notary Public

Filed in this office September 4, 1940 at 3 pm and recorded in Deed Record 109 at page 143 and examined.

L. C. Walker, Judge of Probate

STATE OF ALABAMA  
SHELBY COUNTY  
I hereby certify that  
\$ 32.00 Privilege Tax  
has been paid on the within  
instrument as required by  
law. L. O. WALKER,  
JUDGE OF PROBATE