AGREEMENT

41112

STATE OF ALABAMA
SHELBY COUNTY

AGREFMENT, made this Sixth day of August, 1941, by and between J. W. Boyer, party of the first part, and AMA LEE HILL, MINNIE LEE FULMER, C. N. LEE, AND MRS. VERA LEE FINLLEY, parties of the second part.

- 1. The boundary between the property owned by the party of the first part and the property owned by the parties of the second part in Section 15, Township 20 South, Range 3 West, located in Shelby County, Alabama, is and shall be the west line of the east one half of said Section 15, the party of the first part owning a part of the SE_{4}^{1} of the SW_{4}^{1} of said Section 15 lying South of the Pelham Helena Road and West of the said boundary, and the parties of the second part owning, among other properties, the SW_{4}^{1} of the SE_{4}^{1} of said Section 15.
- 2. That part of the said West line of the said east one half of said Section 15 running from the south line of said Section 15 to the Pelham-Helena Road is and shall forever be established by the survey made by Walter Schoel, C. E., of Birmingham, Alabama, in July 1941.
- 3. The fence now running from the South line of said Section 15 to the said Pelham-Helena Road does not run along the said West line of the said east one half of the said Section 15, as so established,

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but instead begins at a point on the south line of said Section 15 a few feet East of the said half-section line, and runs to a point near the South line of the right of way of the Pelham-Helena Road a few feet West of the said half-section line.

(4) Either the party of the first part, his heirs, successors or assigns, or the parties of the second part, their heirs, successors or assigns, may at any time relocate the said fence referred to in (3) above so as to run along or approximately along the said half-section line as established by the said survey made by Walter Schoel and referred to in (2) above. And it is hereby covenanted and agreed that the party electing so to relocate the said fence line shall be and hereby is released from any liability to the other party which might arise from relocating the said fence line.

J. W. Boyer

B. A. Monagham Attorney for Ama Lee Hill, Minnie Lee Fulmer, C. N. Lee and Mrs. Vera Lee Findley

STATE OF ALABAMA)
SHELBY COUNTY)

I, J. D. Ruffin, a Notary Public in and for said County in said State, hereby certify that J. W. Boyer, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 6th day of August, 1941.

J. D. Ruffin, Notary Public My Commission Expires 11/15/44

STATE OF ALABAMA)
SHELBY COUNTY)

I, J. D. Ruffin, a Notary Public for and in said County in said State, hereby certify that B. A. Monaghan, whose name as Attorney for Ama Lee Hill, Minnie Lee Fulmer, C. N. Lee and Mrs. Vera Lee Findley, is signed to the foregoing instrument adm who is known to me, acknowledged before me on this day that, being informed of the contents of the said instument, he, in his capacity as such attorney and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of August, 1941.

J. D. Ruffin, Notary Public My Commission Expires 11-15-44

Filed for record in this office on the 31st day of January, 1942, at 11 o'clock A. M. and duly recorded on the 31st day of January, 1942, in Deed Book 113, Page 49.

L. C. Walker, Judge of Probate