W 1951

DEED

((\$2120 Federal Stamps Cancelled on this Deed)

STATE OF ALABAMA)

SHELBY COUNTY

THIS INDENTURE by and between BROOKSIDE PRATTY MINING COMPANY, an Alabama corporation, hereinafter called "Grantor", party of the first part, and JOHN MINSHEW, hereinafter called "Grantee," party of the second part.

WITNESSETH:

That for and in consideration of the sum of TWO HUNDRED DOLLARS (\$200.00) cash in hand paid to the Grantor by the Grantee, receipt whereof by the Grantor is hereby acknowledged, the Grantor, said Brookside-Pratt; Minning Company does hereby grant, bargain, sell and convey unto the Grantee, said John Minshew, the following described real estate located in Section 32, Township 20, Range 3 West in Shelby County, Alabama, containing 387 acres more or less (saving and excepting therefrom all property contained in public roads or ways or in other rights of way of any kindand which may be owned by others than the Grantor), more particularly described as follows:

All of the Southwest Quarter (SW_{π}^{1}) , all of the Southwest Quarter of the Southeast Quarter (SW_{π}^{1}) of SE_{π}^{1}) all of the North half of the Southeast Quarter (N_{Z}^{1}) of SE_{π}^{1}), all of the South half of the Northwest Quarter (SE_{π}^{1}) of NW_{π}^{1}); and all of the Southwest Quarter of the Northwest Quarter (SE_{π}^{1}) of NW_{π}^{1}); and all of the Southwest Quarter of Northwest Quarter (SW_{π}^{1}) , except approximately 13 acres heretofore sold by the Grantor to divers persons, the excepted parts being described as follows:

Beginning at the NW corner of SW_{π}^{1} of NW_{π}^{1} running S 89° 20' E along North line a distance of 474 ft; thence S 0° 25' E. a distance of 203 feet; thence S. 89° 49' W. a distance of approximately 473 feet to West line of above $\frac{1}{\pi}$ of $\frac{1}{\pi}$; thence N. 1° 06' W. along line a distance of approximately 287 feet to point of beginning, containing 3 acres more or less;

Also beginning at a point on West line 327 feet South of Northwest Corner of SWL of NWL a distance of 208 feet; thence S. 37° 41' E. running No. 89° 49' E. a distance of 457 feet; thence S. 66° 19' E. a distance of 349

Feet; thence No. 82° 46' W. a distance of 423.8 feet; thence S. 89°57' W. a distance of approximately 436 feet to West line of SWL of NWL; thence N. 1° 06' W. along said line approximately 291 feet to point of beginning, containing 5 acres more or less;

Also, beginning at a point on West line approximately 648 feet South of N.W. Corner of SWL of NWL, running N. 88° 54' E. a distance of 79° feet; thence S. 87° 28' East a distance of approximately 523 feet; thence S. 84° 50' E. a distance of 270 feet; thence S. 5°

10' W. a distance of 325 feet; thence N. 84° 50' W. a distance of 270 feet; thence N. 5° 10' E. a distance of 60 feet; thence N. 87° 28' W. a distance of 561 feet; thence No. 1° 06' W. along West line, a distance of approximately 275 ft. to point of beginning, containing 5 acres more or less.

TO HAVE AND TO HOLD to the said John Minshew, his heirs and assigns forever in fee simple, subject, nevertheless to all easements of every character for public or private roads, rights of way or other ways, to all easements for power lines thereon, rights of way or other rights to use of the property held by others than the Grantor and to all other easements or encumbrances granted by instruments recorded in the office of the Probate Judge of Shelby County. Alabama.

And the Grantor, for itself and is successors, hereby coverants to and with the Grantee, his heirs and assigns, that the Grantor is lawfully seized in fee simple of said premises; that they are free from all encumbrances except those subject to which this conveyance is made; that the Grantor has a good right to sell and convey the same as is done hereby, and that the Grantor and its successors will warrant/and defend the possession of said property unto the Grantee, his heiß and assigns forever against the lawful claims of all persons except those claiming under the liens and encumbrances aforesaid.

This conveyance, however, is made subject to a vendor's lien on the above described property hereby reserved by the Grantor for the payment of three-fourths of the ad valorem taxes levied by the State of Alabama and Shelby County on the said property for the tax year beginning October 1, 1942, which the Grantee agrees to pay within ten days after being notified that the Grantor has paid the same, and for the payment of the additional sum of \$1735.00 as the balance unpaid of the purchase price, to be made in five equal payments of \$347.00 each, on or before the 30th day of December in the years 1943, 1944, 1945, 1946 and 1947, with interest at the rate of 6% per annum from date, payable annually. The grantee is also to pay all taxes and othe governmental charges levied on the afcressid property before the same become delinquent, and if the Grantee fails to pay the same the Grantor may do so and the same shall then be secured hereby if not paid on demand, with interest thereon at the rate of 6% per annum from the date of payment.

But if the Grantee fails to pay the taxes hereinrequired to be paid by him or if he fails to pay any installment of principal of the balance of the said purchase price or interest the reon, or should the interest of the Grantor in saidproperty bedome endangered by reason of the enforcement of any prior lien or encumbrances thereon, so a s to endanger the debt hereby secured, then, in any one of said events, the whole of said indebtedness shall, at the option of the Grantor, at once become due and payable and this vendor's lien be subject to foreclosure as now provided by law in case of past due mortgages, and after such default or failure, the principal sum of all said indebtedness and said installments of interest then due shall each bear interest at the rate of eight per centum per annum; and the Grantor is hereby authorized. upon such default, after giving thrity days! notice by publication once a week for three consecutive weeks of the time, place and terms of sale, by publication in some newspaper published in Shelby County, Alabama, to sell the same in front of the Court House door of said County at public outcry to the highest bilder, for cash, and execute titles to the purchaser, and apply the proceeds of sale; First, to the expenses of advertising, selling and conveying, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying taxes or other incumbrances, with interest thereon; third, to the payment of the amount then unpaid on the balance of said purchase price, whether the same shall or shall not have fully matured at the date of sale, and of the interest thereon then past due, as well as all sums due and owing by reason of the non-performance of any or all of the obligations of the Grantee herein contained -- but no interest shall be collected beyond the day of sale; and fourth, if any surplus remains, pay the same to the Grantee.

AND IT IS FURTHER AGREED, that the Grantor, its agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor and the conveyance by the officer or person making the sale to the said party of the second part, upon any such purchase, shall have the same effect in law and in equity as if made to a purchaser having no previous interest in the property.

IN WITNESS WHEREOF, the said Brookside-Pratt Mining Company has caused these presents to be executed in its name and on its behalf by A.R. Long, its President, and its corporate seal to be hereunto affixed and attested by Lee C. Bradley, Jr., its Secretary, on this the 30th day of December, 1942.

BROOKSIDE-PRATT MINING COMPANY,

ATTEST:
(SEAL) Lee C. Bradley, Jr. Secretary.

By A. R. Lorg
President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Earl V. Marcus, a Notary Public in and for said county in said state, hereby certify that A. R. Long, whose name as President of Brookside-Pratt Mining Company, an Alabama corporation, is signed to the forego ing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal as No ary Public in and for said County on this the

30th day of December, 1942.

Earl V. Marcus

Notary Public

STATE OF ALABAMA)		
JEFFERSON COUNTY)		
I, A. R. Long, President of the	Brookside-Pratt Mining Con	mpany do hereby certify all indebtednss of any
nature against the above describ	ed property has been satis	sfied as of September 3, 1943.
WHINESS F.F. Wooley		A. R. Long
Filed in the office of the Proba	te Judge the 4th day of Se	eptember, 1943 at 1 o'clock P.M. and recorded in
Filed in the office of the Probathe Deed Record 117 on page 241		- -
the Deed Record 117 on page 241	on this the 4th day of Sen	- -
the Deed Record 117 on page 241 STATE OF ALADAMA OMELBY COUNTY I here by certify want	on this the 4th day of Senantial OF ALADAMA OMELBY COUNTY I hereby certify was:	L.C. Walker, Judge of Probate
the Deed Record 117 on page 241 STATE OF ALADAMA OMELBY COUNTY I hereby certify wast 3 2 70 Frivilege You	on this the 4th day of Senantial OF ALADAMA OMELBY COUNTY I hereby certify than 3 .50 Privilege Ton	L.C. Walker, Julge of Probate
the Deed Record 117 on page 241 STATE OF ALADAMA OMELBY COUNTY I hereby certify that 3 2 70 Frivilege Ton one product the within	on this the 4th day of Senantial OF ALADAMA OMELBY COUNTY I hereby certify was:	L.C. Walker, Julge of Probate