IN THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF ALABAMA SOUTHERN DIVISION

15/3 De, 4500 De, 4500

In the Matter of

SUPERIOR LIME & HYDRATE COMPANY, INC., a corporation,

Bankrupt.

In Bankruptcy
No. 5 1 2 5 8.

At Birmingham, Alabama, in said District, on the 12th day of March, 1945.

Before HONORABLE STEPHEN B. COLEMAN, Referee in Bankruptcy:

In this matter, W. F. Schaefer, as Trustee of Superior Lime & Hydrate Company, a corporation, the bankrupt herein, having filed in this Court on October 31st, 1944, his petition seeking confirmation of a sale of the property and assets of the above named bankrupt, to C. P. Lifsey, Arthur Lifsey, and V. B. Currie who had, prior thereto, submitted to the said Trustee an offer of Fourteen Thousand Dollars (\$14,000.00) cash for the said property and assets; and the said petition of W. F. Schaefer, as such Trustee, haveing been regularly set for hearing on November 13th, 1944, at 10 o'clock a.m., and more than ten day notice of such hearing having been given to creditors and parties in interest by mail, and upon said hearing there being no objections to the confirmation of the said sale, and all creditors present consenting to the sale of the said property situated in Shelby County, Alabama, and described as follows, to-wit:

Parcel 1

That portion of the east half of the southeast quarter of said section 14, which lies south and west of the right of way of the A.B. & C. Railroad, and north and east of the old location of the public road leading from Pelham, Alabama, to Helena. Alabama; and also.

Parcel 2

That part of the west half of the southeast quarter of said Section 14, described as beginning at the southeast corner of the L. & N. Mailroad Company's section house lot; then along the right of way of the L. & N. Railroad Company in a southerly direction 210 feet, more or less, to the lands belonging to McGuire; then northeasterly along the northwest line of the McGuire land to the old Tuscaloosa road to a limestone rock marked with a cross; then northerly and northwesterly along said Tuscaloosa road to the center line of the southeast quarter of Section 14, running east and west; thence, westerly along said center line to the L. & N. Railroad right of way; thence southerly along said L. & N. Railroad right of beginning, excepting, however, the section house lot of the L. & N. Railroad Company; and, also,

Parcel 3

A tract of land lying in the southeast quarter of the southeast quarter of Section 14, lying south and east of the McGuire land, north and east of the L. & N. Rail-road right of way, and south and west of the old Tuscaloosa Road and old Ashville Road, and bounded on the south by the section line; and also,

Parcel 4

À strip of the uniform width of 56 feet lying evenly along the north and south center line of the Southeast quarter of Section 14, and lying south of the A. B. & C. Rail-road right of way, and north of the old Tuscaloosa Road, all of said strip of the

width of 56 feet lying west of the north and south center line of the southeast quarter of section 14; and also,

Parcel 5

18.85 acres of land on the East side of Birmingham and Montgomery
Highway, more particularly described as follows: to-wit: said land
situated in the South half of the North-west quarter of Section 13,
Township 20, Mange 3 West, as follows: Beginning at a point on the West
side of the Montgomery and Birmingham Highway 6.30 chains East of the
South-west corner of the south half of the northwest quarter of said
section 13, thence East 20.60 chains to the top of Mountain, thence
North 30 degrees East 5.00 chains thence north 20 degrees East 50 chains
thence west 22.00 chains to the Montgomery and Birmingham, Highway,
thence South 27 degrees West 4.00 chains, thence South 21 degrees West
2.50 chains thence curving with said Highway 8 degrees West 2.77 chains
to the point of beginning.

Also, the right to erect and construct a pipe line, and a right of way therefor, over a certain strip of land to place pipe and lights line situated along the South side of the South half of the Northwest Quarter of Section 13 and across the South side of the South half of the northeast quarter of Section 14, Township 20, Range 3 West, extending from the Birmingham and Montgomery Highway West a distance of 556 feet to the old public road, (the old Montgomery and Birmingham Highway), situated in Shelby County, Alabama.

And it further appearing that parcels 1, 2, 4 and 5 of the above described property are encumbered by a mortgage executed by the above named bankrupt to George A. Paul, on which there is due a principal balance of Nine Thousand Seven Hundred Sixty D ollars, (\$9,760.00) together with interest thereon, the said George A. Paul having filed his claim in this proceeding showing due the said principal sum of Nine Thousand Seven Hundred Sixty Dollars (\$9,760.00) together with interest thereon, for which he claims a lien on the said parcels of property, which said claim and lien are hereby allowed in the said sum, and W.F. Schaefer, as such Trustee, reporting unto the Court that the said George A. Paul has agreed to sell and transfer the said notes, mortgage, and claim to the said W. F. Schaefer, as such Trustee, for the sum of Three Thousand Dollars, (\$3,000.00) cash, and it further appearing that it is to the best interest of the said estate that the said offer be accepted and that said Trustee be authorized to purchase and acquire the said mortgage and indebtedness secured thereby at and for the said sum of Three Thousand Dollars, (\$3,000.00);

above as Parcel 5 to the said C.P. Lifsey, Arthur Lifsey, and V.B. Currie until certain litigation pending between the Trustee and Mrs. Rosa L. Bridgewater is terminated, and the said C.P. Lifsey, Arthur Lifsey, and V.B. Currie having entered into a contract with W.F. Schafer, as Trustee herein on the 20th day of November, 1944, under which they have deposited with the said Trustee Five Hundred Dollars, (\$500.00) as earnest money and bind, themselves to pay a balance of Four Thousand Five Hundred Dollars, (\$4,500.00) upon receipt of a conveyance of the title to the property referred to above as parcel 5, a copy of said contract being hereto attached and made a part of this decree as though fully set out herein, it is, therefore, upon motion of the Trustee, no adverse interest appearing, ORDERED, ADJUDGED, AND DECREED:

- (1) That the sale of the property described above to C.P. Lifsey, Arthur Lifsey, and V. B. Currie, free of liens except current taxes which are to be prorated, at and for the sum of Fourteen Thousand Dollars, (\$14,000.00) cash, be, and the same is hereby confirmed.
- (2) That upon receipt of the sum of Nine Thousand Dollars, (\$9,000.00), W.F. Schaefer, as Trustee herein, be, and he hereby is, authorized and directed to execute and deliver to the said C. P. Lifsey, Arthur Lifsey, and V.B. Currie a deed of conveyance to parcels 1, 2, 3, and 4 of the above

described property, free of liens except current taxes which are to be prorated.

(3) That upon the delivery of the said notes and mortgage held by George A. Paul, together with a transfer and assignment of the same to the said W.F. Schaefer, as Trustee, the said Trustee is hereby authorized and directed to issue his check in the sum of Three Thousand Dollars, (\$3,000.00) to the said George A. Paul and his attorney, G. R. Harsh in full payment and satisfaction of the purchase price of said notes and mortgage and the debt secured thereby.

(4) That upon termination of litigation between the Trustee and Rosa L. Bridgewater, or at such time as the Trustee may be able to convey a clear title to the property described as parcel 4, the Trustee shall be, and he hereby is, authorized and directed, upon receipt of payment of the balance of Four Thousand Five Hundred Dollars, (34,500.00) by the said C.P. Lifsey, Arthur Lifsey and V. B. Currie, to execute to the said C.P. Lifsey, Arthur Lifsey, and V. B. Currie a deed conveying to them the said property described as parcel 4, free of liens except current taxes which are to be provated as of the date of closing.

Done and Ordered this 12th day of March, 1945.

Stephen B. Coleman

I hereby certify that the above and foregoing is a true correct and complete copy of the order confirming the sale of the real property described therein by W.F. Schaefer as trustee of Superior Lime & Hydrate Company, Inc., a Corp., to C.P. Lifsey, arthur Lifsey, and V. B. Currie, made and entered on March 12th, 1945, in Case No. 51258 In the Matter of Superior Lime and Hydrate Company, Inc., a corporation, Bankrupt, and that the said case is now pending and being administered by me.

Witness my hand and official seal of office this 13th day of March, 1945.

Stephen B. Coleman

STATE OF ALABAMA
JEFFERSON COUNTY.

THIS AGREEMENT made and entered into on this the 20th day of November, 1944, by and between W.F. Schaefer as Trustee in Bankruptcy of Superior Lime & Hydrate Company, a comporation, bankrupt, hereinafter referred to as Seller, and C. P. Lifsey, Arthur Lifsey, and V. B. Currie, hereinafter referred to as purchaser, WITNESSETH:

Seller hereby agrees to sell and the Purchasers hereby agree to purchase the following described real estate, situated in Shelby County, Alabama, on the terms stated below:

18.85 Acres of land on the East side of Birmingham and Montgomery Highway, more particularly described as follows: to-wit: said land situated in the South half of the North-west warter of Section 13, Township 20, Range 3 West, as follows, beginning at a point of the West side of the Montgomery and Birmingham Highway 6.30 chains East of the South-West corner of the South-Half of the North-West quarter of said section 13, thence East 20.60 chains to the top of mountain, thence North 30 degrees East 5.00 chains, thence north 20 degrees East 5 chains, thence West 22.00 chains to the Montgomery and Birmingham Highway, thence South 27 degrees West 4.00 chains, thence South 21 degrees West 2.50 chains, thence curving with said Highway 8 degrees West 2.77 chains to the point of beginning.

Also, the right to erect and construct a pipe line, and a right of way therefor, over a certain strip of land to place pipe and lights line situated along the south side of the South-half of the North-West quarter of Section 13 and across the South-side of the South-half of the North-East quarter of Section 14, Township 20, Range 3 West, extending from the Birmingham and Montgomery Highway West a distance of 556 feet to the old public road, (the old Montgomery and Birmingham Highway), situated in Shelby County. Alabama.

The purchase price shall be Five Thousand Dollars, (\$5,000.00) payable as follows:

Earnest money, receipt of which is hereby acknowledged, \$500.00;

Cash on closing this sale, \$4,500.00.

The undersigned Seller agrees to furnish Purchasers an abstract of title, commencing and assuming title at a point generally accepted by local practice, duly extended to date, showing good and merchantable title free from encumbrances; otherwise, the earnest money shall be refunded; and repayment of the said earnest thoney by the Seller to the Purchasers shall constitute full performance hereunder by the Seller, and he shall not be liable to Purchasers for any damages whatsoever for failure to furnish a good and merchantable title to the above described property.

Said property is sold and is to be conveyed subject to all restrictions and easements of record and zoning ordinances pertaining to said property.

The taxes and insurance on the property, if any, are to be prorated between the Seller and the Purchasers as of the date of delivery of the deed, and any advance payments for taxes, insurance or FHA insurance premium shall be returned to the Seller by the Purchasers.

The sale shall be closed and the deed delivered within thirty days from the final settlement of the controversy now existing between the Seller and Mrs. Rosa L. Bridgewater with reference to the title to the said property; provided upon such final settlement, Seller obtains a good and merchantable title to the said property; otherwise the said earnest money shall be refunded as hereinabove provided.

In the event the Purchasers fail to carry out and perform the terms of this agreement the earnest money, as shown herein, shall be forfeited as liquidated damages at the option of the Seller, and said earnest money so forfeited shall belong to the Seller.

Seller agrees to execute a deed to the said Purchasers, or their nominee, conveying all of his right, title and interest, as Trustee in Bankruptcy of the estate of Superior Lime & Hydrate Company, bankrupt, and of the bankrupt, in and to the said premises, free of all liens and encumbrances.

This contract states the entire agreement between the parties and merges in this agreement all statements, representations and covenants beretofore made, and any other agreements not incorporated herein are void and of no force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, IN DUPLICATE, on this the day and year first above written.

W. F. Schaefer (SEAL)
As Trustee in Bankruptcy of the estate of Superior Lime & Hydrate Co., a corporation, Bankrupt.

C.P. Lifsey (SEAL)

Arthur Lifsey (SEAL)

V.B. Currie (SEAL)

Filed in the office of the Probate Judge the 21st day of April, 1945 at 11:30 O'clock A.M. and recorded in the Deed Record 121 on page 81 on this the 21st day of April, 1945.

L.C. Walker,

Judge of Probate

STATE OF ALADYSIAN CHART CHELETY COUNTY CONTROL TO THE WILLIAM TO THE WALKER TO TH

STATE OF ALABORA,
CHELEY COUNTY

Discreby serily about

Charles Plivilege Tex

Biso been paid on the without

Discrepant as impured to

Discrepant as impured to

L. Of WALKER,

JUDAN OF PROPERS