(\$1.65 Federal Stamps cancelled on this deed)

WARRANTY DEED

STATE OF ALABAMA).

COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of ONE THOUSAND TWO HUNLRED AND NO/100 (\$1,200.00) DOLLARS, J. I. Boriss and D. H. Marbury in hand paid by Marbury-Boriss Construction Company, a Corporation, the receipt whereof is hereby acknowledged, we the said J. I. Boriss and wife, Olivia H. Boriss, D. H. Marbury and wife, Mattha C. Marbury do grant, bargain, sell and convey unto the said Marbury-Boriss Gonstruction Company the following described real estate to-wit:

The southwest quarter of the Northwest Quarter of Section 1 and the NET of Section 2; except that part of the above described lands which would be entirely surrounded by thewaters of the Coosa River and its tributaries if backed up to an elevation of 425 feet above a certain datum plane with right to construct, operate, and maintain a dam across Coosa River down stream from said lands for the manufacture of electricity, etc., containing 36 acres, more or less, and which was conveyed to the Alabama Power Company by Mary S. Evans, a widow, by deed of May 6, 1913, and recorded in Deed Book 52, page 247, in the Probate Judge's office, of Shelby County, Alabama.

Also the Wa of the SE of Section 2;

Also, the SE¹/₄ of SE¹/₄ of Section 2, except 15 acres lying in the SE corner of the above described forty acre tract which was deeded to Richmond Merrell by A. B. Merrell, under date of February 17, 1908, said deed being recorded in Deed Book 49, Page 329, in the office of the Judge of Probate of Shelby County, Alabama; and also except that part of said forty acre tract now enclosed in the Bethlehem Cemetary, and one acre lying immediately in the SE corner of the above described land donated to the Bethlehem Cemetary by A. B. Merrell.

Also, all that part of the NE Quarter of the SE Quarter lying South and West of Spring Creek, in Section 2, Township 24, Range 15 East, containing 18 acres more or less.

Also, except from the above lands all that part of the east half of the SE1 of Section 2, Township 24, Range 15 East that would be covered by or entirely surrounded by the waters of the Coosa River and its tributaties if backed up 425 feet above a certain datum plane, the same being deeded to Alabama Power Company by A. B. Merrell and wife, under date of February 1, 1913, and recorded in Deed Book 48, page 538 in the Probate Judge's Office of Shelby County, Alabama.

Also, except from the above described lands a certain tract deeded by R. H. Green and wife, to T. C. Burgess, E. L. Hurtt and J. A. George, on March 18th, 1930, described as follows: Beginning at a point on the Ft. Williams and Schraders Mill public road in Beat 2 Shelby County, Alabama, about 175 yars south of Spring Creek Bridge, on said road, at the foot of a certain hill which lies east of said road, the same being where said road crosses the north boundary line of the NEA of SEA of Section 2, and running along said road in a southerly direction to a point where said road crosses the east boundary line of said Section 2 in Township 24, Range 15 East, containing 8 acres, more or less, the above lands being bounded bn the west by said public road, and on the east by lake created by dam erected by Alabama Power Company; situated in Shelby County, Alabama, and also the timber, 1946 crops cattle, machinery, tools and equipment, being understood that the interest in the crops conveyed is the landlord's interest only, including but not thereby limiting the generality of the foregoing, the following described personal propety: One Model A John Deere Breaking Tractor, 1-3 Disk breaking plow, 1-8 ft. Double Disk Harrow, 1-2 Row Planter with fertilizer attachment, 1-2 Row Cultivator, 1 Tractor Mower, 1 Side Pelivery Rake, 1-2 Horse Wagon with tractor hitch, 23 brood cows 1 registered bull, 16 calves and all the sellers interest in all growing crops and feed now on the premises, all fencing wire, timber nowon the

premises, situated in Shelby County, Alabama, approximately 312 acres.

SHELBY COUNTY

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O, WALKEN, Wood of Prodate And we do for ourselves and our heirs, executors and administrators, covenant with thesaid Marbury-Boriss Construction Company, its successors and assigns that we are lawfully seized in fee simple of said preises; that they are free from all encumbrances, and that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall, warrant and defend the same to the said Marbury-Boriss Construction Company, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF we have hereunto set our hands and seals on this 27th day of July, 1946.

D. H. MARBURY (SEAL)

MARTHA C. MARBURY (SEAL)

J. I. BORISS (SEAL)

OLIVIA H. BORISS (SEAL)

THE STATE OF FLORIDA)

BAY COUNTY)

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

Given under my hand and seal, this 27th day of July, A.D. 1946.

NOTARIAL SEAL

F. S. BROWNE, NOTARY PUBLIC
My commission expires Oct. 5, 1946
Bonded by American Surety Co. at N.Y.

THE STATE OF FLORIDA)

BAY COUNTY....)

I, F. S. Browne, a Notary Public, in and for said County, in said State, do hereby certify that on the 27th day of July 1946, came before me the within named Olivia H. Boriss known to me (or made known to me), to be the wife of the within named J. I. Boriss, 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, without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand, this 27th day of July, A.D. 1946.

NOTARIAL SEAL

F. S. BROWNE, NOTARY PUBLIC

My commission expires Oct. 5, 1946

Bonded by American Surety Co. at N.Y.

THE STATE OF ALABAMA)

JEFFERSON COUNTY...)

I, Foy M. Thompson, a Notary Public in and for said County, in said State, hereby certify that D. H. Marbury and wife, Martha C. Marbury whose names are signed to the foregoing conveyance, and who are known tome acknowledged before me on this day, that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 28th day of July A.D. 1946.

NOTARIAL SEAL

FOY M. THOMPSON, NOTARY PUBLIC

THE STATE OF ALABAMA)

JEFFERSON COUNTY)

I. Foy M. Thompson, a Notary Public, in and for said County, in said State, do hereby certify that on the 28th day of July 1946, came before me the within named Martha C. Marbury known to me (or made known to me), to be the wife of the within named D. H. Marbury 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, without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand, this 28th day of July A.D. 1946.

NOTARIAL SEAL.

FOY M. THOMPSON, NOTARY PUBLIC

Filed 8-7-46. Recorded Deed Record 126, Page 101, 8-8-46.

L. C. WALKER, JUDGE OF PROBATE