DEED OF CORRECTION

25

STATE OF ALABAMA)

JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS that,

WHEREAS, on the 3rd day of April 1944 M. L. Batson, as Seller, and Mrs. Annebelle Bailey, as Purchaser, entered into a certain real estate sales contract whereby the said M. L. Batson agreed to sell and Mrs. Annebelle Bailey agreed to purchase the real estate hereinafter described, coveyance to be made by warranty deed, and,

WHEREAS, on the 21st day of April 1944 M. L. Batson and his wife, Emma P. Batson executed and delivered to Mrs. Annebelle Bailey that certain warrantly deed which is of record in the Probate Office of Shelby County, Alabama, Volume 119 at page 377, Record of Deeds. That on said date the said Mrs. Annebelle Bailey did execute and deliver to M. L. Batson a certain mortgage, dated April 21, 1944 to secure the sum of Eight Hundred (\$800.00) Dollars, being the balance due on the purchase price of said real estate, which said mortgage has not been recorded, And,

WHEREAS, it has since been discovered by the parties that the property purchased and intended to be conveyed to the said Mrs. Annebelle Bailey was erroneously described in said above mentioned deed and also in said above mentioned mortgage and it is now the desire and intention of the parties hereto to reform and correct the errors contained in the aforementioned deed and also in the aforementioned mortgage wherein appears the same description as appears in said deed by the execution and delivery of the following warrantly deed and by the execution and delivery of a new mortgage securing the balance of the purchase price according to the original intention of the parties hereto.

NOW, THEREFORE, for and in consideration of the premises and the further consideration of One (\$1.00) Dollar to the undersigned grantor, M. L. Batson, in hand paid by Mrs. Annebelle Bailey, the receipt whereof is hereby acknowledged, we, the said M. L. Batson and wife, Emma P. Batson, do hereby grant, bargain, sell and convey to the said Mrs. Annebelle Bailey the following described real estate situated in Shelby County, Alabama, to-wit:

The surface rights in and to the certain part of the NW1 of the NE1 of Sec. 36, Township 19 South, Range 3 West, designated as parcels B. and C, according to that certain plat prepared by Bethel W. Whitson, Civil Engineer, on September 9, 1935 and which is recorded in the Probate Office of Shelby County, Alabama, said parcels being more particularly described as follows:

Being all of the NW¹₄ of the NE¹₄ of Sec. 36, Township 19 South, Range 3 West except that part of said forty acres described as follows: all of that part of said forty acres lying north of the old railroad right of way of the Helena-Acton Railroad; also except the East 100 feet of said forty acres; and also except a plot of land in the SW¹₄ corner of said forty acres described as follows: begin at the SW corner of said NW¹₄ of the NE¹₄ of Sec. 36, Township 19 South, Range 3 West, and run east 206 feet to the Helena County Road, thence at an angle of 141 degrees, 45 minutes, run 350 feet, thence at an angle of 92 degrees, 3 minutes;

run 754 feet to the south right of way line of the Helena-Acton Railroad right of way, thence at an angle of 105 degrees, 13 minutes, run 51 feet to the west boundary of said NW of the NE of Sec. 36, Township 19 South, Range 3 West, thence at an angle of 110 degrees, 3 minutes, run south along the said west boundry line of said forty acres 807.4 feet to the point of beginning; also except all rights of way and easements now existing.

And we do, for ourselves, our heirs, executors and administrators, covenant with the said Mrs. Annebelle Bailey, her heirs and assigns, that we are lawfully seized in fee simple of said premises, that they are free from all incumbrances except taxes for the current tax year 1944, which are to be paid by the grantee herein 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 Mrs. Annebelle Bailey, her heirs and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 7th day of September 1946.

TO HAVE AND TO HOLD, To the said Mrs. Annebelle Bailey, her heirs and assigns forever.

Witnesses:

M. L. Batson (SEAL)

Wm. J. Thornton

Emma P. Batson

(SEAL)

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Wm. J. Thornton, a Notary Public in and for said County, in said State, hereby certify that M. L. Batson and wife, Emma P. Batson, 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 and official seal this 7th day of Sept.

NOTARIAL SEAL

Wm. J. Thornton Notary Public

STATE OF ALASAMA)

JEFFERSON COUNTY)

I, Wm. J. Thornton, a Notary Public in and for said County, in said State, hereby certify that on the 7th day of Sept. 1946 came before me the within named Emma P. Batson, known to me to be the wife of the within named M. L. Batson 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, constraints or threats on the part of her husband.

IN WITNESS WHEREOF, I hereunto set my hand and seal this the 7th day of Sept. 1946.

NOTARIAL SEAL

Wm. J. Thornton
Notary Public

STATE OF ALABAMA)

JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Mrs. Annebelle Bailey, having read and understood the recitals contained in the foregoing warranty deed does hereby acknowledge that the recitals contained therein are true and correct and it being my desire to correct all errors contained in that certain warranty deed executed by M. L. Batson and wife, Emma P. Batson, to the undersigned which is recorded in the Probate Office of Shelby County, Alabama in Volume 119 at page 377, Record of Deeds, I do hereby accept and acknowledge receipt of the deed hereto attached as a deed of correction which shell take effect as of the date of the original deed intended to be corrected.

I now have possession of the property conveyed to me by the foregoing deed of correction and make no claim to any other property by said conveyance, except that contained in the foregoing deed of correction.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 7th day of Sept. 1946

Mrs. Annebelle Bailey (SEAL)

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Wm. J. Thornton, a Notary Public in and for said County, in said State, hereby certify that Mrs. Annebelle Bailey 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 said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 7th day of Sept. 1946.

NATARIAL SEAL

Wm. J. Thornton
Notary Public

Filed in the office of Probate Judge on the 25th day of September, 1946 at 8 o'clock A. M. and recorded in Deed Record 126 on page 377 on this the 2nd. day of October, 1946.

L. C. Walker

Judge of Probate

No Day Due