

COPY

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

IN RE

SUPERIOR LIME & HYDRATE COMPANY,
a corporation,

BANKRUPT.

In Bankruptcy
No. 51258

I, Stephen B. Coleman, Referee in Bankruptcy, hereby certify that the attached documents are true perfect and correct copies of the petition for order confirming sale to C.P. Lifsey and the order confirming sale to C.P. Lifsey dated May 10th, 1948, and as the same remains of record in this proceeding.

In Witness Whereof, I have hereunto set my hand in my official capacity as Referee in Bankruptcy duly qualified and acting, on this 12th day of May, 1948.

Stephen B. Coleman
Referee in Bankruptcy

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

In the Matter of

SUPERIOR LIME & HYDRATE COMPANY,
A corporation,

Bankrupt.

IN Bankruptcy
No. 51258.

ORDER CONFIRMING SALE TO C.P. LIFSEY

The Trustee having filed his petition in this cause to confirm the sale of the following described real property, to-wit:

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 S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 13, Township 20, Range 3 West as follows, beginning at a point off the west side of the Montgomery and Birmingham Highway 6.30 chains east of the southwest corner of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ 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; situated in Shelby County, Alabama.

to C.P. Lifsey for Five thousand and no/100 (\$5000.00) Dollars it having been shown to the court that said offer to purchase for said sum is the highest and best offer received therefor and that the trustee accepted such offer and entered into written contract on 20th of November, 1944, and that said bid represented the fair and reasonable market value thereof, and would be to the best interest of this estate and the trustee asking the same be confirmed and he be authorized to execute a deed conveying said property to C.P. Lifsey, and it having been shown to the court that C.P. Lifsey, V.B. Currie, and Arthur Lifsey have in writing nominated C.P. Lifsey as the person to take title to said property, it is now by the Court, Considered and Ordered:

1. That for good cause shown no formal notice to creditors is necessary of this sale.

2. That the offer to purchase the above described property be, and the same is hereby ratified and confirmed and that upon payment to the trustee of the balance of Forty-five Hundred and no/100 (\$4500.00) Dollars in cash, due under the terms of the sale, the trustee is hereby authorized and directed to execute this deed conveying said property to C.P. Lifsey.

DONE and ORDERED this 10th day of May, 1948.

Stephen B. Coleman
Referee in Bankruptcy

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

In the Matter of

SUPERIOR LIME & HYDRATE COMPANY,
A corporation,

Bankruptcy

In Bankruptcy
No. 51258.

Petition for order confirming sale to C.P. Lifsey

The petition of William F. Schaefer, Trustee, respectfully shows unto the Court as follows:

1. That your petitioner is trustee herein duly qualified and acting.

2. That at the time of the filing of the original petition in this cause the bankrupt was owner of the following described real estate, to-wit:

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 S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 13, Township 20, Range 3 West as follows, beginning at a point off the west side of the Montgomery and Birmingham Highway 6.30 chains east of the southwest corner of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ 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; situated in Shelby County, Alabama.

3. That your petitioner offered said property at public sale at noon December 6th, 1943, and no satisfactory bid was received.

4. That this Court made an order on December 8th, 1943 authorizing the trustee to sell the within described real property at private sale and promptly report all bids to the court within fifteen (15) days therefrom. That no satisfactory bid was received within fifteen (15) days thereafter.

5. Thereafter C.P. Lifsey, Arthur Lifsey, and V.B. Currie offered to purchase said property for the sum of Five Thousand and No/100 (\$5000.00) Dollars, and petitioner entered into a written agreement to sell said property for the sum of Five Thousand and No/100 (\$5000.00) Dollars, payable five hundred and no/100 (\$500.00) Dollars cash as earnest money and Forty Five Hundred and No/100 (\$4500.00) upon termination of the then pending litigation between petitioner and Rosa L. Bridgewater, which litigation has now terminated favorable to petitioner.

6. That the sales contract covering said property provided for execution of a deed by the trustee to the nominee of C.P. Lifsey, Arthur Lifsey, and V.B. Currie and that said parties-purchasers have designed in writing C.P. Lifsey as their nominee to take title to said lands, the original of such nomination being attached hereto and made a part hereof as though set out here in full.

7. Your petitioner further avers that said bid was the best and highest bid received on the date of sale and execution of contract to sell and it will be to the best interest of this estate to ratify and confirm said sale and permit your petitioner to execute his deed conveying said property to C.P. Lifsey.

WHEREFORE, Your Petitioner prays that an order be made ratifying and confirming said sale and authorizing your petitioner to accept the sum of Forty-five Hundred and No/100 (\$4500.00) Dollars cash, additional to the amount of Five Hundred and No/100 (\$500.00) Dollars now held by him as earnest money, in full payment of the purchase price of said property and authorizing and directing your petitioner to execute to the said C.P. Lifsey a deed conveying said property to the purchaser, free and clear of liens and encumbrances.

This the 10th day of May, 1948.

William F. Schaefer
Trustee.

STATE OF ALABAMA

COUNTY OF JEFFERSON

Before me, the undersigned authority personally appeared William F. Schaefer, who being by me first duly sworn, deposes and says that the foregoing averments are true and correct.

NOTARIAL SEAL

Mamie Lee Bailey
Notary Public

STATE OF ALABAMA
COUNTY OF MONTGOMERY

TO WHOM IT MAY CONCERN: That for and in consideration of One and no/100 (\$1.00) Dollars and other good and valuable consideration, the undersigned Arthur Lifsey, an unmarried man, does hereby release, transfer, and assign to C.P. Lifsey all his right, title, and interest which he now has in and to the contract now existing between C.P. Lifsey, Arthur Lifsey, and V.B. Currie with William F. Schaefer, as Trustee in Bankruptcy of the Estate of Superior Lime and Hydrate Company, a corporation, bankrupt, and does by these presents authorize the said Trustee to execute his deed conveying all real estate covered by contract to purchase between the parties, dated November 20th, 1944, to C.P. Lifsey.

Given under my hand and seal this 6th day of May, 1948.

S/ Arthur Lifsey

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, Clarence C. Gorrie a Notary Public in and for said county and state her by certify that Arthur Lifsey, 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 the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 6th day of May, 1948.

S/ Clarence C. Gorrie

(SEAL)

STATE OF ALABAMA
COUNTY OF JEFFERSON

TO WHOM IT MAY CONCERN: That for and in consideration of One and No/100 (\$1.00) Dollars and other good and valuable consideration, the undersigned V.B. Currie and wife, Evelyn Currie, do hereby release, transfer, and assign to C.P. Lifsey all their right, title, and interest which they now have in and to the contract now existing between C.P. Lifsey, Arthur Lifsey, and V.B. Currie with William F. Schaefer, as Trustee in Bankruptcy of the Estate of Superior Lime and Hydrate Company, a corporation, bankrupt, and do by these presents authorize the said Trustee to execute his deed conveying all real estate covered by contract to purchase between the parties, dated November 20th, 1944, to C.P. Lifsey.

This is not a homestead of the grantees.

Given under our hands and seals this 6th day of May, 1948.

S/ V.B. Currie
S/ Evelyn Currie

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, George I. Case, Jr., a Notary Public in and for said county and state hereby certify that V.B. Currie and wife, Evelyn Currie, 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 seal this 6th day of May, 1948.

NOTARIAL SEAL
S/ George I. Case, Jr.
Notary Public
Filed in the office of the Probate Judge the 10th day of July, 1948 at 8 o'clock A.M. and recorded in the Deed Record 134 on page 258 on this the 12th day of July, 1948.
NO TAX DUE ON THIS INSTRUMENT
L.C. Walker, Judge of Probate