STATE OF ALABAMA JEFFERSON COUNTY

3828

Page 143 DEED 4263

THIS INDENTURE, made and entered into this, the 25th day of July, 1944, by and between Claude H. Grayson and wife, Gertie Maye Grayson, of Birmingham, Jefferson County, Alabama, parties of the first part, and Theodore Swann, of Birmingham, Jefferson County, Alabama, party of the second part.

WITNESSETH:

That, for and in consideration of the sum of Seventeen Thousand & no/100 Dollars (\$17,000.00), (evidenced and secured by purchase money mortgage of even date herewith, executed by said Theodore Swann to said Claude H. Grayson) the parties of the first part have granted, bargained and sold, and do by this indenture grant, bargain, sell and convey unto the party of the second part, his heirs and assigns, the following described lands, situated in Shelby and Jefferson Countyies, Alabama, namely:

FEE SIM LE

PARCEL 1; SEL of SEL of Sec. 19, Tp. 18, R. 1 W.

PARCEL 2:

N账, N账 of S账, and all that part of NE o S账 lying North and West of the Columbiana Road, all in Section 30, Tp. 18, R. 1 W

PARCEL 3:

No of NEL, SWL of NEL, and No of SEL, all in Sec. 30, Tp. 18, R. 1 W

PARCEL 4:

No of NWA, SEA of NWA and NEA of SWA, all in Sec. 29, Tp.-18, R. 1 W

PARCEL 5:

NEL of SEL and all that part of SEL of SEL lying East of the Little Cahabe River, all in Sec. 24, Tp 18, R 2 W. Also 5 acres in the NW corner of NEt of NEt, Sec. 25, Tp. 18, R. 2 W., described as follows: Beginning at the NE corner of said section, thence run in a Southerly direction along the East boundary of said section 250.34 ft., thence run West parallel with the North boundary of said section 870 ft., thence North parallel with the east boundary of said section 250.34 ft. to the North boundary of said section, and run thence along said North boundary 870 ft. to the point of beginning.

DEED 4263 Page 145

PARCEL 6: SEL of NEL, Sec. 30, Tp. 18, R. 1 W.; SWL of NWL and NWL of SWL, Sec. 29, Rp. 18, R. 1 W.; excepting therefrom minerals and mining rights and privileges heretofore reserved.

PARCEL 7

NEL of NWL, NEL of SWL and NWL of SEL, all in Sec. 24, Tp. 18, R. 2 W., excepting therefore minerals and mining rights and privileges heretofore reserved.

PARCEL 8:
A tract of land located in the SWL of NWL of Sec. 24, Tp. 18 S., R. 2 W described as follows: Begin at the Southwast corner of said quarter-quarter section: thence in a Westerly direction along the Southern boundary thereof 826.13 feet thence turning an angle of 130° and 40° to the right in a Northeasterly direction 1230.5 feet to intersection with the Eastern boundary of said quarter-quarter section; thence in a Southerly direction along said Eastern boundary 933.6 feet to point of beginning; said tract of land having an area of 8.9 acres more or less, excepting therefrom minerals and mining rights and privileges heretofore reserved.

PARCEL 9:
A tract of land located in the NE¹₄ of NW¹₄ of S_ec. 24, Tp. 18 S., R. 2 W. described as follows: Begin at the Southeast corner of said quarter-quarter section; thence in a Westerly direction along the Southern boundary thereof 930.1 feet, thence turning an angle of 134° and 41' to the right in a Northeasterly direction 1293.4 feet to intersection with the Eastern boundary of said quarter-quarter section; thence in a Southerly direction along said Eastern boundary 920.25 feet to point of beginning; said tract of land having an area of 9.8 acres more or less, excepting therefrom minerals and mining rights and privileges heretofore reserved.

All of said parcels containing 1125 acres, more or less.

There is expressly excepted from this conveyance, and reserved by parties of the first part, all atimber upon said lands, now measuring, or which at the time of cutting measures, 8 inches and up in diameter at the stump, measured 8 inches from the ground (except timber located upon the NE4 of SE4 of SEC 24, Tp 18, R. 2), together with all necessary and convenient rights and rights of way, for and during the term of five years from the date of this conveyance, for the cutting and removal of said timber, including the right to locate thereon a sawmill or sawmills for the manufacture of such timber into lumber.

There is hereby further expressly excepted from this conveyance and reserved by the parties of the first part certain trees dituated upon the NE4 of SE4 of Sec. 24, Tp. 18, R. 2, which by agreement between the parties hereto have been marked thereon to be cut and removed by the said Claude H. Grayson, and which may be removed at any time within said five-year period.

TO Have AND TO HOLD the property, or interest therein, hereinabove conveyed, together with all and singular the rights, tenaments, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, unto the party of the second part, his heirs and assigns in fee simple.

It is expressly understood and agreed between the parties hereto that this conveyance is executed without any warranty of title by the parties of the first part except as to any encumbrance thereon created by the parties of the first part.

It is expressly understood and agreed between the parties hereto that the title to any of the timber herein excepted and reserved, which timber is not cut or removed during said five-year period, shall thereupon revert to the owner of the land upon which the same is located.

The lands hereinabove described do not constitute the homestead or any part of the homestead of the parties of the first part.

It is agreed that the taxes upon said property for that portion of the current tax year from July 24, 1944 to and including September 30, 1944, not to be paid by the Trustees of Theodore Swann, Debtor, amounting to \$64.62, shall be pro-rated between the parties hereto, 17/40 thereof to be paid by Theodore Swann and 23/40 thereof to be paid by Claude H. Grayson.

IN WITNESS WHEREOF, the parties of the first part hereunto set their names and seals on this, the day,

month and year first inabove written.

STATELBY COUNTY Hate Tax

STATELBY COUNTY

STATELBY COUNTY

STATELBY COUNTY

PROBATE

IN LAW. MOSE OF PROBATE

IN LAW. MOSE OF PROBATE

DEED 4263 Page 147

Claude H. Grayson (Seal)

Gertie Maye Grayson (Seal)

STATE OF ALABAMA JEFFERSON COUNTY

I, James A. Hightower Jr. a Notary Public in and for said County in said State, hereby certify that Claude H. Grayson and wife, Gertie Maye Grayson, 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 25th day of July, 1944

NOTARIAL SEAL

James A. Hightower Jr. Notary Public

STATE OF ALABAMA

JEFFERSON COUNTY

I, James A. Hightower Jr., a Notary Public in and for said County in said State, do hereby certify that on the 25th day of July, 1944, came before me the within named Gertie Maye Grayson, known to me to be the wife of the within named Claude H. Grayson, 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, constrainst or treats on the part of the husband.

Given under my hand and seal, this 25th day of July 1944.

NOTARIAL SEAL

Filed in office for record this the July 7 1949 and duly recorded in vol Deed 4263 Page 143

Tom C. Garner, Judge of Probate

James A. Hightower Jr.

Notary Public

Filed in the office of Probate Judge on the 20th day of July 1949 at 10 o'clock A. M. and recorded in Filed in the office of Probate Judge on the 20th day of July 1949 at 10 o'clock A. M. and recorded in Filed in the office of Probate Judge on the 20th day of July 1949.

L. C. Walker

Judge of Probate