

(\$12.65 Federal Stamps Cancelled on this Deed)

See Mortgage 213 page 226

DEED

#4454

STATE OF ALABAMA:

JEFFERSON COUNTY:

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the assumption of the unpaid balance amounting to Two Thousand Seven Hundred Forty Eight Dollars and Forty Seven Cents (\$2,748.47) on that certain mortgage from C.M. McMahan, Jr. and wife, Lillian McMahan to Jefferson Federal Savings and Loan Association of Birmingham, recorded in Mortgage Book 198 at page 461 in the office of the Judge of Probate of Shelby County, Alabama and the execution contemporaneously herewith of a purchase money second mortgage in the sum of Eight Thousand Two Hundred Seventy Four Dollars Twenty Three Cents (\$8,274.23) to the undersigned grantors Joseph W. Morgan and wife, Annie Sue Morgan, in hand paid by the W.L. Smith Produce Company, Inc., a corporation the receipt whereof is acknowledged, we, the said Joseph W. Morgan and wife Annie Sue Morgan do grant, bargain, sell and convey unto the said W.L. Smith Produce Company, Inc., a corporation, the following described real estate, to-wit:

TRACT A. Commencing at the NE corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, Township 22, Range 2 West, and run thence south 86 deg. 45 min. West a distance of 172 feet, more or less to the West right of way line of the old Birmingham-Montgomery Highway; run thence south 12 deg. 25 min. West along the West side of said right of way a distance of 499.7 feet the point of beginning of the lands hereinafter described; run thence in a Northeasterly direction 312 feet, more or less, to a point on the East line of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ which is 391.5 feet

south of the NE corner of said 40 acres; run thence south 2 deg. 30 min. East a distance of 205 feet; run thence in a Northwesterly direction a distance of 320 feet more or less to a point on the west right of way line of the old Birmingham-Montgomery Highway which point is 30 feet south from the point of the beginning; run thence north 12 deg. 25 min. East along the west line of said right of way a distance of 30 feet to the point of beginning containing .836 acres more or less reserving, however, a 10 foot strip for a roadway along the SW side of said tract of land.

TRACT B. Beginning at the NE corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, Township 22, Range 2 West and run thence south 86 deg. 45 min. West a distance of 172 feet more or less to the West right of way line of the Old Birmingham Montgomery Highway; run thence south 12 deg. 25 min. west along the west line of said right of way a distance of 499.7 feet; run thence in a northeasterly direction a distance of 312 feet more or less to a point on the East line of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ which point is 391.5 feet south of the NE corner thereof; run thence North 2 deg. 30 min. West a distance of 391.5 feet to the point of beginning and containing 2.34 acres, more or less.

TRACT C. The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, Township 22, Range 2 West, except 10 acres in the SW corner thereof described as follows: Beginning at the SW corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section and run thence North 2 deg. 30 min. West a distance of 770 feet; then North 87 deg. East a distance of 567 feet; thence South 2 deg. 30 min. East a distance of 668.9 feet to the south line of said 40 acres; run thence south 87 deg. west along the south line of said 40 acres a distance of 567 feet to the point of beginning. The lands herein conveyed containing 30 acres more or less.

TRACT D. That part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, Township 22, Range 2 West described as commencing at the NE corner of said forty and running thence south 86 deg. 45 min. west, a distance of 162 feet more or less to the West right of way line of the old Birmingham-Montgomery Highway for a point of beginning; run thence south 12 deg. 25 min. west along the west right of way line of the old Birmingham-Montgomery Highway a distance of 358 feet, more or less, to the intersection with a settlement road running in a Northwesterly direction from the old Birmingham-Montgomery Highway to the new Birmingham-Montgomery Highway (U.S. Highway # 31); and run thence in a Northwesterly direction along said settlement road to the point of intersection of said settlement road with the North line of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 9; run thence North 86 deg. 45 min. East along the North line of said 40 acres to the point of beginning

All of the above lands situated in Shelby County, Alabama, less easement to Alabama Power Company.

All the above described property is warranted free from all encumbrances and against any adverse claim except the first mortgage to the Jefferson Federal Savings and Loan Association of Birmingham, Alabama on Tracts B and C, which the purchaser hereby assumes and agrees to pay.

TO HAVE AND TO HOLD, to the said W.L. Smith Produce Company, Inc., a corporation, its successors and assigns, forever.

And we do, for ourselves and for our heirs and assigns, executors and administrators, covenant with the said W.L. Smith Produce Company, Inc., a corporation, its successors and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances except as stated above; 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 W.L. Smith Produce Company, Inc., a corporation, 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 9th day of June, 1950.

Joseph W. Morgan

(SEAL)

Annie Sue Morgan

(SEAL)

STATE OF ALABAMA:

JEFFERSON COUNTY:

I, Kathryn Jean Hallman, a Notary Public in and for said County, in said State, hereby certify

that Joseph W. Morgan and wife, Annie Sue Morgan, 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 this 9th day of June, 1950.

Kathryn Jean Hallman
Notary Public NOTARIAL SEAL

STATE OF ALABAMA:

JEFFERSON COUNTY:

I, Kathryn Jean Hallman, a Notary Public in and for said County, in said State, do hereby certify that on the 9th day of June, 1950, came before me the within named Annie Sue Morgan known to me to be the wife of the within named Joseph W. Morgan, 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, and without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand this 9th day of June, 1950.

Kathryn Jean Hallman
Notary Public NOTARIAL SEAL

Filed in the office of the Probate Judge the 13th day of June, 1950 at 3 o'clock P.M. and recorded in Deed Record 142 on page 211 on this the 14th day of June, 1950.

L.C. Walker,

Judge of Probate

STATE OF ALABAMA

SHELBY COUNTY

I hereby certify that
\$2.00 Privilege Tax
has been paid on the with-
in instrument as required
by law.

L. C. WALKER,
JUDGE OF PROBATE

* * * * *