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Draft No 3

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THE STATE OF ALABAMA,)

Shelby COUNTY.)

BOOK 155 PAGE 221

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, for and in consideration of the sum of Twenty five ^{no/100} (\$ 25⁰⁰) Dollars cash in hand paid to us by Louisville and Nashville Railroad Company, a corporation, the receipt of which is hereby acknowledged, have granted, and by these presents do hereby grant, bargain, sell and convey unto said Louisville and Nashville Railroad Company, its successors and assigns, the perpetual right to cut, trim, remove, or otherwise destroy any and all trees, timber, undergrowth and ~~obstructions~~, of whatever nature, size or kind, growing or located on the following described property owned by us, viz.:

A strip or parcel of land 50 feet in width lying on the south side of, and adjoining the present right of way of said Louisville and Nashville Railroad Company, extending through our property and beginning at Louisville and Nashville Railroad Company Valuation Station 21991 + 17, and extending to its Valuation Station 22023 + 06, and located in the SW⁴SW⁴ and SE⁴SW⁴ Sec 12 and NE⁴NW⁴ and NW⁴NE⁴ Quarter of Section 13, Township 21st, Range 3 W, Shelby County, Alabama.

North and South of Verlie Ala and south of M P 416
and the further right at any time in the future to cut, trim and remove any and all trees, timber, undergrowth, ~~and obstructions~~, of whatever nature, size or kind, growing or located on our property beyond said boundary so as to clear and keep clear the pole line of said Louisville and Nashville Railroad Company of limbs, trees ~~and obstructions~~.

The aforegranted right shall be a covenant running with and against our land.

And we do covenant with the said Louisville and Nashville Railroad Company, its successors and assigns, that we are lawfully seized in fee simple of the aforegranted premises; that they are free from all encumbrances; that we have a good right to sell and convey the same to the said Louisville and Nashville Railroad Company, its successors and assigns, and that we will warrant and defend the said premises to the said Louisville and Nashville Railroad Company, its successors and assigns forever, against the lawful claims and demands of all persons.

Witness our hands and seals this the 19 day of Aug, 1952.

J. A. Hines (L.S.)

Myra D. Hines (L.S.)

TC-2

CWE

THE STATE OF ALABAMA,)

Shelby COUNTY)

I, W M Riddle, a Notary Public in and for the State of Alabama at large, hereby certify that J A Hines, 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office, this 19 day of Aug, 1952.

My commission expires June 26 1956.

W M Riddle
Notary Public, State of Alabama at Large

THE STATE OF ALABAMA,)

Shelby COUNTY.)

I, W M Riddle, a Notary Public in and for the State of Alabama at large, do hereby certify that on the 19 day of Aug, 1952, came before me the within named Myra D Hines, who being examined separate and apart from her 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 her husband.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, on this the 19 day of Aug, 1952.

My commission expires June 26 1956.

W M Riddle
Notary Public, State of Alabama at Large

Approved for recording: 9/25/52J. J. Ryan R. E. Agt.9/25/52 J. J. M. M. M. Gen. Atty.

Approved for filing: _____

_____ Gen. Atty.

Filed in the office of the Probate Judge on the 18 day of Sept 1952 at 8 o'clock P M
and recorded in Deed Book 155 Page 221 this 23 day of Sept 1952.
Deed Tax 50 Mortgage Tax _____ has been paid.
L.C. Walker, Judge of Probate