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BOOK 138 PAGE 534

STATE OF ALABAMA,
SHELBY COUNTY.

KNOW ALL MEN BY THESE PRESENTS, that,

WHEREAS, on the 20th day of August, 1952, the Circuit Court, in Equity, of Lee County, Alabama, in the matter of the Estate of Willie Wallace Caldwell, deceased, Cause No. 3177, rendered a decree authorizing and empowering Edwin V. Caldwell, as Administrator de bonis non, cum testamento annexo of the estate of Willie Wallace Caldwell, deceased, to sell at private sale, subject to the approval and confirmation of said court, the lands owned by Willie Wallace Caldwell, deceased, at the time of her death, and hereinafter described; and,

WHEREAS, the aforementioned decree directed the said Edwin V. Caldwell, as said Administrator, upon the approval by the court of the purchase price for said real estate, to execute and deliver to the purchaser of said lands a deed, conveying in fee simple to the said purchaser all the right, title and interest of Thomas Martin Caldwell, Willie Wallace Caldwell, Mary Kyle Caldwell, Hannah Caldwell Jackson, Sam W. Caldwell, Harry E. Caldwell, Tom O. Caldwell, Susan Caldwell Madden, Annie Sue Caldwell and Edwin V. Caldwell in and to said lands, free of all encumbrances and free of those conditions, restrictions and limitations imposed by the will of the said Willie Wallace Caldwell, deceased; and,

WHEREAS, on the 23rd day of January, 1953, said court, in said cause, approved, ratified and confirmed the sale of the hereinafter described lands, owned by the said Willie Wallace Caldwell at the time of her death, to B. George, at and for the total purchase price of Thirty-eight Thousand Dollars (\$38,000.00), payable to the said Edwin V. Caldwell, as such Administrator, upon the following terms and conditions:

"\$15,000.00 in cash, and the execution and delivery of ten promissory waive bonds, totalling \$23,000.00, due and payable as follows:

One promissory waive bond in the amount of \$2,300.00 due and payable one year from the date of said bond, with interest thereon from date at the rate of 5% per annum.

One promissory waive bond in the amount of \$2,300.00 due and payable two years from the date of said bond, with interest thereon from date at the rate of 5% per annum.

One promissory waive bond in the amount of \$2,300.00 due and payable three years from the date of said bond, with interest thereon from date at the rate of 5% per annum.

One promissory waive bond in the amount of \$2,300.00 due and payable four years from the date of said bond, with interest thereon from date at the rate of 5% per annum.

One promissory waive bond in the amount of \$2,300.00 due and payable five years from the date of said bond, with interest thereon from date at the rate of 5% per annum.

One promissory waive bond in the amount of \$2,300.00 due and payable six years from the date of said bond, with interest thereon from date at the rate of 5% per annum.

One promissory waive bond in the amount of \$2,300.00 due and payable seven years from the date of said bond, with interest thereon from date at the rate of 5% per annum.

One promissory waive bond in the amount of \$2,300.00 due and payable eight years from the date of said bond, with interest thereon from date at the rate of 5% per annum.

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One promissory waive bond in the amount of \$2,300.00 due and payable nine years from the date of said bond, with interest thereon from date at the rate of 5% per annum.

One promissory waive bond in the amount of \$2,300.00 due and payable ten years from the date of said bond, with interest thereon from date at the rate of 5% per annum.

Together with the execution and delivery of a purchase money first mortgage in the sum of \$23,000.00 on the real estate hereinafter described, to secure the said ten (10) promissory waive bonds; said purchase money mortgage to be duly executed and acknowledged by B. George and his wife, K. J. George."

NOW, THEREFORE, in consideration of the sum of Fifteen Thousand Dollars (\$15,000.00), in lawful money of the United States in hand paid to the said Edwin V. Caldwell, as such Administrator, and in further consideration of the execution and delivery by the said B. George to the said Edwin V. Caldwell, as such Administrator, of the ten promissory waive bonds, totalling \$23,000.00, made payable to the said Edwin V. Caldwell, as such Administrator, together with a purchase money mortgage on the hereinafter described real estate to secure the prompt payment of said ten promissory waive bonds, all in accordance with the terms and conditions set out above, the receipt of which is hereby acknowledged, the said Edwin V. Caldwell, as Administrator de bonis non, cum testamento annexo of the estate of Willie Wallace Caldwell, deceased, under and by virtue of the hereinabove mentioned decrees of the Circuit Court, in equity, of Lee County, Alabama, does hereby give, grant, bargain, sell and convey unto the said B. George all the right, title and interest of the said Edwin V. Caldwell, as Administrator de bonis non, cum testamento annexo of the estate of Willie Wallace Caldwell, deceased; Thomas Martin Caldwell, Willie Wallace Caldwell, Mary Kyle Caldwell, Hannah Caldwell Jackson, Sam W. Caldwell, Harry E. Caldwell, Tom O. Caldwell, Susan Caldwell Madden, Annie Sue Caldwell and Edwin V. Caldwell, individually, in and to the following described real estate, lying and being in the County of Shelby, State of Alabama, to-wit:

The North-west quarter (NW $\frac{1}{4}$); the North-east quarter (NE $\frac{1}{4}$) the South-east quarter (SE $\frac{1}{4}$); the North half (N $\frac{1}{2}$) of the South-west quarter (SW $\frac{1}{4}$), and ten (10) acres taken evenly off the East side of the South half (S $\frac{1}{2}$) of the South-west quarter (SW $\frac{1}{4}$); all lying and being in Section Fifteen (15), Township Twenty (20), Range Two (2) East; and also,

All of Fractional Section Twenty-two (22), Township Twenty (20), Range Two (2) East, lying North and East of Coosa River.

The above lands being in the aggregate eight hundred nine (809) acres, more or less.

TO HAVE AND TO HOLD unto the said B. George, together with all and singular the rights, tenements, privileges, appurtenances, hereditaments and improvements thereunto belonging, or in anywise appertaining, and unto his heirs and assigns forever, free of all incumbrances, except lien for taxes for the year 1953, and free of those conditions, restrictions and limitations imposed by the last will and testament of Willie Wallace Caldwell, deceased.

IN WITNESS WHEREOF, the said Edwin V. Caldwell, as Administrator de bonis non, cum testamento annexo of the estate of Willie Wallace Caldwell, deceased, hereunto subscribes his name and affixes his seal, on this the 24th day of March, 1953.

Edwin V. Caldwell

(SEAL)

As Administrator de bonis non, cum testamento annexo of the estate of Willie Wallace Caldwell, deceased.

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STATE OF ALABAMA,
MADISON COUNTY.

I, Hatter K. Egan, a Notary Public, State at Large, in and for said State, hereby certify that Edwin V. Caldwell, whose name as Administrator de bonis non, cum testamento annexo of the estate of Willie Wallace Caldwell, deceased, 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, in his capacity as such Administrator, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 24th day of March, 1953.

Hatter K. Egan
Notary Public, State at Large.

Filed in the office of the Probate Judge on the 27 day of Mar 1953 at 8 o'clock A M.
and recorded in Deed Book 158 Page 594 this 3 day of Apr 1953.
Deed Tax 15.00 Mortgage Tax has been paid.
L.C. Walker, Judge of Probate