

THE STATE OF ALABAMA,

*Shelby* County

3860

KNOW ALL MEN BY THESE PRESENTS, That

*Me Mash Hardy and  
wife Annie Mae Hardy*

(hereinafter sometimes called the grantors), for and in consideration of the sum of

*One hundred*

Dollars

to them in hand paid by

*Alabama Property Company*

(hereinafter sometimes called the Grantee) the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do hereby grant, bargain, sell and convey unto the said Grantee the following described real estate, together with the interests, easements and rights hereinafter mentioned; the lands herein conveyed being situated

in the County of

*Shelby*

and State of Alabama, and are described as follows:

*The w<sup>1</sup>/<sub>2</sub> of the NW<sup>1</sup>/<sub>4</sub> of the NE<sup>1</sup>/<sub>4</sub>, also  
all that of the NE<sup>1</sup>/<sub>4</sub> of the NW<sup>1</sup>/<sub>4</sub> which  
lies east of a public road. All in  
Township 19 South Range 2 East in  
Shelby County, Alabama. All of the  
above lands located in Section 1*



The above described lands containing in all

*3.5*

acres.



124

TO HAVE AND TO HOLD to the said Grantee with all the rights and appurtenances thereunto belonging, forever. And the grantors covenant with the said Grantee, that they are lawfully seized in fee of the aforegranted premises; that the said premises contain the number of acres hereinabove mentioned; that they are free from all encumbrance; that they have a good right to sell and convey the same to the said Grantee, and that they will warrant and defend the said premises to the said Grantee forever, against the lawful claims and demands of all persons.

But this conveyance is made upon the following condition, subsequent, that is to say: Unless the said Grantee, pays or tenders or causes to be paid or tendered to the grantors, on or

before the 31<sup>st</sup> day of December, 1955 at the office of the Grantee in Birmingham, Alabama, the further sum of Twenty hundred and no 100 Dollars,

for the fee simple title to the lands hereby conveyed, and at the same rate for any interest therein less than the fee simple, or for any less number of acres than that stated above, then this conveyance and the title hereby conveyed shall be null and void, and the consideration presently paid shall be forfeited to the grantors; but there shall be no obligation upon the said Grantee to pay or tender the said sum of money.

The grantors further agree to execute such receipts and other instruments at the time of payment of said sum of money, as the said Grantee may deem necessary.

The grantors further agree to cure defects in the fee simple title to the land herein conveyed, if any there be, and if they fail to do so within the time during which the said Grantee may pay or tender said sum of money, then the time within which said money may be paid or tendered shall be extended for thirty days after such defects are cured.

It is further agreed that the grantors retain possession of, assess for and pay the taxes on said land until the purchase money is fully paid, but the said Grantee may without binding himself hereunder, at any time within said period enter upon said lands and make a survey and examination thereof without liability for damages in so doing; ~~except for actual damages to crops and improvements, and if this purchase is not completed actual damages to timber.~~

Where the word Grantee or Grantor is used herein it shall include Grantee's or Grantor's heirs, executors, administrators, successors or assigns, as the case may be.

Except for any portion of said land that is to be used by Grantee as the site for a dam and the necessary working space around it and necessary rights of way for roads, power lines and other facilities needed in the construction of a dam, the Grantor may retain possession of said lands until the end of the calendar year in which the balance of the purchase money is paid, and provided further that Grantor shall be reimbursed for any loss or damage to row crops resulting from the construction of such dam or facilities.

IN WITNESS WHEREOF, We have hereunto set our hand S and seal S this the 3 day of August in the year of our Lord One Thousand and Nine Hundred fifty five

Signed, Sealed and Delivered in Presence of:

Nell H. Haseel (L. S.)  
Annie Mae Hardy (L. S.)  
\_\_\_\_ (L. S.)  
\_\_\_\_ (L. S.)  
\_\_\_\_ (L. S.)  
\_\_\_\_ (L. S.)  
\_\_\_\_ (L. S.)  
\_\_\_\_ (L. S.)

THE STATE OF ALABAMA  
\_\_\_\_ County

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as President of \_\_\_\_\_; a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
\_\_\_\_\_  
Notary Public



THE STATE OF ALABAMA,

Shelby County

NOTARY PUBLIC STATE AT LARGE

I, Eno Traylor a

in and for said County, in said State, do hereby certify that Nash Hardy wife Annie Mae Hardy

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 official seal, this 3 day of August, 1954

NOTARY PUBLIC STATE AT LARGE

THE STATE OF ALABAMA,

Shelby County

NOTARY PUBLIC STATE AT LARGE

I, Eno Traylor a

in and for said County, in said State, do hereby certify that on the 3 day of August, 1954 came before me the within named Annie Mae Hardy

known to me to be the wife of the within named Nash Hardy

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, constraint, or threats on the part of the husband.

In Witness Whereof, I hereunto set my hand and official seal, this 3 day of August, 1954

NOTARY PUBLIC STATE AT LARGE

THE STATE OF ALABAMA,

County

I, a in and for

said County, in said State, do hereby certify that

whose name signed to the foregoing Conveyance, and who known to me, acknowledged before

me on this day, that, being informed of the contents of the Conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this day of, 19

THE STATE OF ALABAMA

County

I, a in and for

said County, in said State, do hereby certify that on the day of, 19, came

before me the within named

known to me to be the wife of the within named

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, constraint, or threats on the part of the husband.

In Witness Whereof, I hereunto set my hand and official seal, this day of, 19

Filed in the office of the Probate Judge on the 10 day of Aug 1954 at 6 o'clock P.M.  
and recorded in Book 107 Page 423 this 12 day of Aug 1954  
Deed Tax 2.00 Mortgage Tax has been paid.  
L.C. Walker, Judge of Probate