

3955

THE STATE OF ALABAMA,

Shelby County

KNOW ALL MEN BY THESE PRESENTS, That

Mc Pherson McGraw and
 wife Clara D. McGraw, Oliver McGraw and
 wife Sara McGraw

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

One hundred
 thirty three ^{no} ₁₀₀ Dollars
 to them in hand paid by Alabama Property Company
 a Corporation

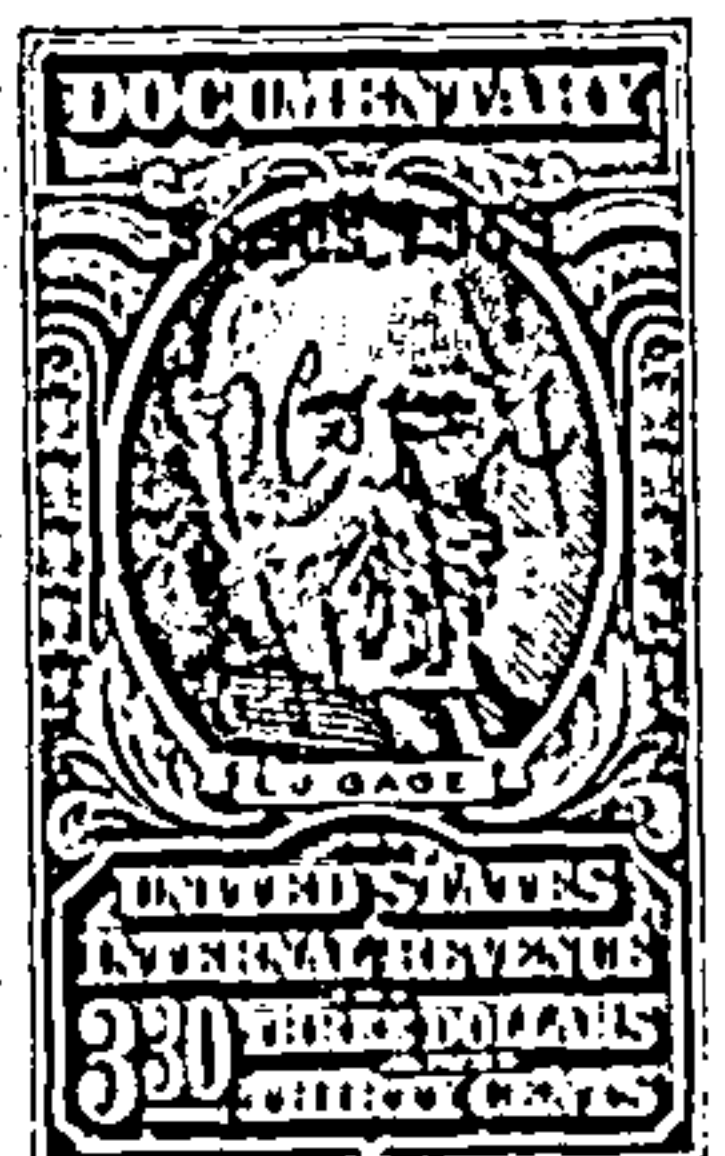
(hereinafter sometimes called the Grantee) the receipt whereof is hereby acknowledged, have granted, bargained, and
 sold, and by these presents do hereby grant, bargain, sell and convey unto the said Grantee the following described real
 estate, together with the interests, easements and rights hereinafter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

in the County of Shelby and State of Alabama, and are described as follows:

The Northeast quarter to the Northeast
 quarter of Section 1 Township 19 South
 Range 2 East in Shelby County Alabama

There is excepted from the above
 described land 2 acres more or less
 described as follows:

All that part of the Northeast quarter
 to the Northeast quarter of Section 1 Township
 19 South Range 2 East Shelby County Alabama
 lying southeast of a road leading from
 State Highway No. 75 to what is known as the
 C. B. Plantation or Farm. Beginning at the
 described as Commencing at the Southeast corner of said
 Northeast quarter of Northeast quarter in run North
 along the West boundary of said Northeast quarter of Northeast
 quarter of said road run thence in a southeasterly direction
 along said road to its intersection with the South
 boundary of said Northeast quarter of Northeast - run
 thence in a westerly direction along South South
 boundary of said Northeast quarter to Northeast
 quarter to the point of beginning containing 2
 acres more or less. The Mineral rights
 to all of the above described forty are
 excepted.



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 31st day of December, 1955 at the office of the Grantee in Birmingham, Alabama, the further sum of twenty five hundred twenty seven 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 hands and seals, this the 7th day of August in the year of our Lord One Thousand and Nine Hundred fifty five

Signed, Sealed and Delivered in Presence of:
John E. Fleming
Pat Fleming

Phemproe Mc Graw (L. S.)
Car D. Mc Graw (L. S.)
Quier & Mc Graw (L. S.)
Sarah & Mc Graw (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

I, Emo Traylor a NOTARY PUBLIC STATE AT LARGE

in and for said County, in said State, do hereby certify that

Rhenroe McGraw and
Clara McGraw (wifely) McGraw and
Sara McGraw

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 7th day of August, 1954

Emo Traylor
NOTARY PUBLIC STATE AT LARGE

THE STATE OF ALABAMA,

Shelby County

I, Emo Traylor a NOTARY PUBLIC STATE AT LARGE

in and for said County, in said State, do hereby certify that on the

7th day of August, 1954
came before me the within named Clara McGraw

known to me to be the wife of the within named Rhenroe McGraw

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 7th day of August, 1954

Emo Traylor
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

Shelby County

I, Emo Traylor a NOTARY PUBLIC STATE AT LARGE

in and for said County, in said State, do hereby certify that on the

7th day of August, 1954, came before me the within named Sara McGraw

known to me to be the wife of the within named Clara McGraw

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 7th day of August, 1954

Emo Traylor
NOTARY PUBLIC STATE AT LARGE

Filed in the office of the Probate Judge on the 14 day of Aug 1954 at 8 o'clock P. M.
and recorded in Deed Book 167 Page 155 this 14 day of Aug 1954.
Deed Tax 3.00 Mortgage Tax _____ has been paid.

L.C. Walker, Judge of Probate