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STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That this agreement entered into between Amma Ray Morton, hereinafter known as the party of the first part, and Thomas Alvin Morton, hereinafter called the party of the second part, WITNESSETH:

WHEREAS, the parties are husband and wife, having married in Birmingham, Alabama, on December 18, 1945, but for some time last past have been separated; and

WHEREAS, both parties are of the opinion that it is desirable to enter into an agreement under which they may continue to live separate and apart, and under which fair and reasonable divisions shall be made for a fair settlement of the property, which they own jointly or as individuals.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth and for the sum of Four Hundred Fifty (\$450.00) Dollars, to party of the second part, in hand paid by party of the first part, receipt of which is hereby acknowledged, the parties agree as follows:

1. The party of the first part shall have the right to occupy as her home, premises located in Shelby County, Alabama, to-wit:

All that part of the South half of Northeast Quarter of Section 18, Township 21, Range 2 West, which lies West of the right of way of the South bound track of the L&N Railroad Company.

Also all that part of the North half of Southeast Quarter of Section 18, Township 21, Range 2 West, described as follows: Begin at the Northeast corner of the Northwest Quarter of Southeast Quarter of said Section and run South 87° West 490 feet; thence South 3° East 475 feet; thence North 87° East 440 feet; thence North 3° West 249 feet; thence North 87° East 197.5 feet to the right of way of the L&N Railroad; thence with same North 47°50' West 248 feet; thence South 87° West 45 feet to the point of beginning.

Property herein described and hereby conveyed contains 40 acres, more or less.

2. WHEREAS, the party of the second part agrees to relinquish any and all rights which he might have to said premises and further agrees that he will not hereafter take any action whatsoever to enforce any lien he might have against said premises.

3. The party of the second part further agrees <sup>record</sup> that fee simple title to above described premises shall be in party of the first part.

4. It is agreed between the parties that they have already reached an amicable settlement as to the rights of each in the household effects and personal property, which were owned jointly by the parties and that parties have satisfied the obligations bestowed upon each by said settlement.

5. Party of the first part agrees that she will not ask for alimony now or at a later date.

6. Neither this agreement nor the decree of any court approving this agreement shall constitute any lien or claim against any property now owned or hereafter acquired by the party of the first part.

7. The parties agree that in the event there is a divorce decree hereafter rendered divorcing the parties, then this agreement shall become effective and not otherwise.

IN WITNESS WHEREOF, the parties have executed this agreement, the day and year shown below.

Oct. 12, 1954  
Date

W. W. Rabren  
WITNESS

Girkey Holmes  
Date

Oct 25, 1954

Witness to signature  
of Thomas Alvin Morton

Anna Ray Morton

Anna Ray Morton  
Party of the First Part

Thomas A. Morton

Thomas Alvin Morton  
Party of the Second Part

STATE OF ALABAMA, SHELBY COUNTY  
I, L.C. Walker, Judge of Probate, hereby certify that the within Agreement  
was filed for record the 2 day of Dec, 1954 at 2 o'clock P M.  
and recorded in Deed Record 170 Page 159, and the Mortgage Tax of  
Deed Tax of 50 has been paid.  
L.C. Walker Judge of Probate