

4885

BOOK 175 PAGE 220
STATE OF ALABAMA)
SHELBY COUNTY)

DEED OF CORRECTION AND FURTHER CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS the undersigned Grantor, Bessie Mussey McGregor, now Bessie Mussey, a widow, has heretofore conveyed to the Grantee herein, Margaret W. Bush, certain lands in Shelby County, Alabama, as hereinafter more fully described, all as set forth in that certain deed from the said Grantor to the said Grantee dated September 1, 1955, and recorded on September 8, 1955, in Deed Book 175, Pages 36, 37 and 38, in the records of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, said deed contained certain errors in description and otherwise did not fully set out the intent of the parties with respect to the conveyance covered thereby, and this deed is executed for the purpose of correcting said errors and clarifying said intent and for the further purpose of conveying to the Grantee by the Grantor the further interests in land hereinafter set out; and

WHEREAS, the said Grantor has heretofore conveyed to Ruth Hanson certain lands contiguous to lands owned by the said Grantor, by deed dated September 1, 1955, and recorded on September 8, 1955, in Deed Book 175, Pages 39, 40 and 41 in the records of the Judge of Probate of Shelby County, Alabama, under the terms of which deed the consent of the said Ruth Hanson to the amendments and conveyances herein contained is required, and said Ruth Hanson is joined as a party to this deed for the sole purpose of giving such consent;

NOW THEREFORE, in consideration of One Dollar and other good and valuable considerations to the undersigned Grantor, Bessie Mussey McGregor, now Bessie Mussey, a widow, and the undersigned Ruth Hanson, a widow, in hand paid by Margaret W. Bush, the receipt whereof is hereby acknowledged, the said deed from said Grantor to said Grantee dated September 1, 1955, and recorded of record as aforesaid is hereby amended as follows:

1. The description of the lands, interests in lands and easement and right-of-way as contained in said deed is hereby amended to read as follows:

All that part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 28, Township 19 South, Range 2 West, Shelby County, Alabama, lying South and East of Cahaba Valley Creek, the same being 25.5 acres, more or less. And also, an undivided one-half interest in approximately 2.5 acres



in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 28, Township 19 South, Range 2 West, Shelby County, Alabama, within the bounds described as follows: Begin at the Northwest corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 19 South, Range 2 West, and facing North along the Western boundary of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 28 turn right an angle of 72 degrees and go a distance of 315 feet to a point, thence turn left an angle of 87 degrees and 30 minutes and go a distance of 443.0 feet to a point on the Southern boundary of the right-of-way of the Montevalle-Ashville paved road, thence along the Southern boundary of said right-of-way of said road in a Southwesterly direction go a distance of 225 feet to a point where the Southern boundary of said right-of-way of said road intersects the Western boundary of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section, thence South along the Western boundary of said quarter-quarter section go 386 feet to the point of beginning. And also a right-of-way for ingress and egress at all times and for all purposes, with or without vehicles or animals, and for all utilities (including without limitation electricity and telephone wire lines, poles and appurtenances, and water and gas pipe lines) above, on or beneath said right-of-way, across a portion of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 28, Township 19 South, Range 2 West, from the southerly boundary of the foregoing 2.5 acre tract to the first described properties herein conveyed, which said right-of-way is more specifically described as an easement and right-of-way for the purposes aforesaid in Parcels numbered 1 and 2, as follows: Parcel No. 1, begin at the southwest corner of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 28, Township 19 South, Range 2 West; thence sighting northerly along the west boundary of said quarter-quarter section turn an angle of 72 degrees 00 minutes to the right from said west boundary for a distance of 300.0 feet to a point, said point being the point of beginning of Parcel No. 1; from said point of beginning, fifteen (15) feet on each side of the following described center line; thence turn an angle of 95 degrees 00 minutes to the right for 400.0 feet; thence turn an angle of 26 degrees 00 minutes to the right for 32.0 feet; thence turn an angle of 8 degrees 00 minutes to the right for 30.0 feet; thence turn an angle of 6 degrees 00 minutes to the right for 50.0 feet; thence turn an angle of 14 degrees 00 minutes to the left for 50.0 feet; thence turn an angle of 22 degrees 00 minutes to the left for 50.0 feet; thence turn an angle of 15 degrees 00 minutes to the left for 50.0 feet; thence turn an angle of 6 degrees 00 minutes to the left for 50.0 feet to a point, said point being the end point of Parcel No. 1 herein described, said point also described as point "A" for future reference; and Parcel No. 2, that part of the following described tract lying northerly of Cahaba Valley Creek, begin at point "A" referred to above and from said point along the continuation of the last described line in the description of Parcel No. 1 turn an angle of 73 degrees 00 minutes to the left from said line extended for 172.7 feet; thence turn an angle of 90 degrees 00 minutes to the right for 97.0 feet; thence turn an angle of 89 degrees 00 minutes to the right for 110.0 feet; thence turn an angle of 17 degrees 30 minutes to the left for 82.0 feet; thence turn an angle of 105 degrees 00 minutes to the right for 121.0 feet; thence turn an angle of 93 degrees 30 minutes to the right for 15.7 feet to the point of beginning. Said Parcel No. 1 being located in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and said Parcel No. 2 being located in the NW $\frac{1}{4}$ of SE $\frac{1}{4}$, all in Section 28, Township 19 South, Range 2 West, Shelby County, Alabama, and containing 0.90 acres, more or less, subject to easements of record and reserving unto the Grantor, her heirs and assigns, however, an easement and right-of-way for ingress and egress, but only to the extent that the same shall not interfere with said Grantee's use thereof, across that portion of the foregoing easement and right-of-way which lies southerly of the southerly boundary of the 2.5 acre

tract hereinabove described, and northerly of the southern boundary of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 28, Township 19 South, Range 2 West, Shelby County, Alabama.

2. The reservations and restrictions as contained in said deed are hereby amended to read as follows:

Subject to the following reservations and restrictions:

(1) No lands owned by the Grantee South of the Montevallo-Ashville highway and located in Section 28, Township 19 South, Range 2 West, and no lands acquired under this deed by the Grantee (except the 2.5 acre tract hereinabove described) shall be sold except in parcels of five (5) acres or more in area, and none of said lands of Grantor or Grantee shall be subdivided into lots or plots of land of less than five (5) acres in area.

(2) If the Grantor or the Grantee, or either of them, or the Grantors or Grantees of either said party, desires to sell any such plot or parcel of land of five (5) acres or more and shall have procured a bona fide offer from a prospective purchaser of any such plot or parcel aforesaid, then such Seller shall first grant in writing to the parties hereto or their Grantee or Grantees the right or option of purchasing any such plot or parcel which right shall extend for thirty days from the date of receipt of such notice and may be exercised by any of the parties named above, the nearest neighbor to the lot offered having the prior right of exercising such option at the price of such bona fide offer. If none of the parties named above elects within said thirty day period to exercise the option herein granted then such proposed Seller may accept the bona fide offer above referred to. No offer to purchase shall be considered a bona fide offer unless it shall be substantiated by a contract to buy and sell by the prospective purchaser and the seller, which contract shall be conditioned only on the option provided for herein, and unless the prospective purchaser shall have furnished satisfactory evidence of ability to pay or provide payment of the purchase price.

(3) No building shall be erected or used on any of the lands referred to in Restriction No. 1 hereof on any lot or parcel of land of less than five (5) acres, and there shall not be erected or used on any single lot or plot of said lands of five (5) acres or more any structure other than a single private residence and its appurtenances, except quarters for such domestic servants and other similar employees as are employed upon the premises.

(4) These reservations and restrictions shall be irrevocable for a period of 25 years from the first day of September, 1955, and shall continue in full force and effect thereafter unless and until the same shall have been revoked and removed by the consent in writing of the owners at the time of said revocation and removal of not less than four-fifths of the total area which was owned by the Grantor and Grantee hereunder South of the Montevallo-Ashville highway in Section 28, Township 19 South, Range 2 West on and as said ownership appeared of record on September 9, 1955, said total area not being in excess of one hundred and two acres.

The foregoing reservations and restrictions shall be and are covenants running with the land and binding upon it as well as upon the person or persons who may seek to break the same, and said reservations and restrictions shall inure to the benefit of any person named in Par. 2 above, such person being expressly given the right to enforce the same in any proper court.

AND, in consideration of the further sum of Six Hundred Twenty-five and No/100 Dollars (\$625.00), cash, to the undersigned Grantor, Bessie Mussey, a widow, in hand paid by Margaret W. Bush, the receipt whereof is acknowledged, I, the said Bessie Mussey, in addition to the lands, interests in lands and easement and right-of-way heretofore conveyed to the said Margaret W. Bush, do grant, bargain, sell and convey unto the said Margaret W. Bush the following described real estate situated in Shelby County, Alabama, to wit:

Begin at the Northwest corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 19 South, Range 2 West, and facing North along the Western boundary of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 28 turn right an angle of 72 degrees and go a distance of 315 feet to a point, thence turn left an angle of 87 degrees and 30 minutes and go a distance of 443.0 feet to a point on the Southern boundary of the right-of-way of the Montevallo-Ashville paved road, thence along the Southern boundary of said right-of-way of said road in a Southwesterly direction go a distance of 225 feet to a point where the Southern boundary of said road intersects the Western boundary of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section, thence South along the Western boundary of said quarter-quarter section go 386 feet to the point of beginning, it being the purpose and intent of this conveyance to convey to the said Margaret W. Bush the remaining undivided one-half interest in the property immediately hereinabove described, so that the full interest in said property shall vest in the said Margaret W. Bush.

TO HAVE AND TO HOLD, to the said Margaret W. Bush, her heirs and assigns forever.

And I do, for myself and for my heirs, executors and administrators, covenant with the said Margaret W. Bush, her heirs and assigns, that I am lawfully vested in fee simple of said premises; that they are free from all encumbrances, except taxes for the year 1955 which are assumed by the Grantee herein; that I have a good right to sell and convey the same as aforesaid; that I will, and my heirs, executors and administrators, shall warrant and defend the same to the said Margaret W. Bush, her heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this

26th

day of September, 1955.

Bessie Mussey (SEAL)

I, Ruth Hanson, a widow, being the owner of lands contiguous to lands owned by the Grantor herein, such ownership being derived by deed from said Grantor to me dated September 1, 1955, and recorded in Deed Book 175, pages 39, 40 and 41 in the records of the Judge of Probate of Shelby County, Alabama, do hereby waive any rights which I may have under my said deed to object to the foregoing deed of correction and further conveyance, and hereby consent thereto in all respects.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of September, 1955.

Ruth Hanson (SEAL)

I, Margaret W. Bush, Grantee under the deed hereinabove referred to from Bessie Mussey McGregor, now Bessie Mussey, a widow, dated September 1, 1955, recorded on September 8, 1955, in Deed Book 175, Pages 36, 37 and 38, in the records of the Judge of Probate of Shelby County, Alabama, and under the foregoing Deed of Correction and Further Conveyance, hereby join in said Deed of Correction and Further Conveyance in token of my assent thereto, and of my waiver and release of the easement and right-of-way conveyed to me in said deed dated September 1, 1955, in consideration of the easement and right-of-way conveyed to me under the foregoing Deed of Correction and Further Conveyance, such latter easement and right-of-way being a corrected and revised description of the easement and right-of-way originally conveyed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of September, 1955.

Margaret W. Bush (SEAL)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Thomas F. McDowell, a Notary Public in and for said County, in said State, hereby certify that Bessie Mussey, a widow, whose name 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of September, 1955.

Thomas F. McDowell
Notary Public

STATE OF ALABAMA)
JEFFERSON COUNTY)

BOOK 175 PAGE 225

I, Thomas F M Dowell, a Notary Public in and for said County, in said State, hereby certify that Ruth Hanson, a widow, whose name is signed to the foregoing conveyance for the sole purpose of consenting thereto, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance she executed her consent thereto voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of September, 1955.

Thomas F M Dowell
Notary Public

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Thomas F M Dowell, a Notary Public in and for said County, in said State, hereby certify that Margaret W. Bush, a widow, whose name is signed to the foregoing conveyance for the sole purpose of assenting thereto, and of waiving and releasing a certain easement and right-of-way in consideration of the conveyance to her of a corrected and revised easement and right-of-way, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance she executed her assent, waiver and release thereto voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of September, 1955.

Thomas F M Dowell
Notary Public

STATE OF ALABAMA, SHELBY COUNTY
I, L.C. Walker, Judge of Probate, hereby certify that the within Deed was filed for record the 27 day of Sept, 1955, at 1 o'clock PM and recorded in Deed Record 175 Page 220, and the Mortgage Tax of Doed Tax of 1.00 has been paid. L C Walker