

L. B. and Ophelia Clark

1423

State of Alabama  
Shelby County

BOOK 177 PAGE 306 KNOW ALL MEN BY THESE PRESENTS

That for and in consideration of One & No/100 Dollars to the undersigned grantors.....

L. B. Clark and wife, Ophelia Clark

....., in hand paid by  
The Water Works Board of The Town of Montevallo, the receipt whereof is acknowledged, ..... we ..... the said, .....  
L. B. Clark and wife, Ophelia Clark

do ..... grant, bargain, sell and convey unto The Water Works Board of The Town of Montevallo an easement or right-  
of-way, for the purpose of installing, constructing, reconstructing, maintaining and repairing a water pipe line with valves,  
meters and other installations necessary in and about supplying water, with the right of ingress and egress, over, under and  
along real estate described as follows, to-wit:

The N $\frac{1}{2}$  of NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 7 Township 24 Range 13, East, except  
a small part lying Southwest of road.

All that part of the East 110 yards of the N $\frac{1}{2}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section  
12 Township 24 Range 12 East, lying NE of Road.

situated in ..... Shelby ..... County, Alabama.

To have and to hold unto The Water Works Board of The Town of Montevallo, their successors and assigns forever.

IN WITNESS WHEREOFF, ..... we ..... have hereunto set ..... our ..... hands ..... and seals .....

this 2nd. day of December, 1955

ALABAMA  
COUNTY  
ACT NO. 769  
Notary Public

L. C. Walker

Judge of Probate

"TAX EXEMPT"

L. B. Clark

(Seal)

Ophelia Clark

(Seal)

.....

(Seal)

.....

(Seal)

State of Alabama  
SHELBY County

I, JOHN FOSHEE, a Notary Public

for said County, in said State, hereby certify that

L. B. Clark and wife, Ophelia Clark

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 this conveyance, ..... they

executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 10th day of December, 1955

Notary Public

STATE OF ALABAMA, SHELBY COUNTY

I, L. C. Walker, Judge of Probate, hereby certify that the within  
was filed for record the 10 day of December 1955 at 10 o'clock M.  
and recorded in Book 177 Page 306 and the mortgage tax of  
Deed Tax of ..... has been paid.

County

Judge of Probate

for said County, in said State, hereby certify that

KNOW ALL MEN BY THESE PRESENTS, that for value received, but without recourse, the undersigned, Mrs. Dempscie Lee Moore, does hereby sell, assign, set over, transfer, and convey unto Ruby B. Holliman that certain mortgage, together with all of the unpaid debt and note secured therein, originally made by Walter Burton Milam and Janey Catherine Milam, husband and wife, to Mrs. Dempscie Lee Moore, dated January 17, 1955, and recorded in Mortgage Book 236, at page 254, in the Probate Office of Shelby County, Alabama.

And for the consideration aforesaid, the undersigned, Mrs. Dempscie Lee Moore, does hereby remise, release, quit claim, and convey unto the said Ruby B. Holliman, all of my right, title, claim, and interest, in and ~~for~~ to the real property conveyed in said mortgage, viz:

Last half of the North East Quarter (E $\frac{1}{2}$  of NE $\frac{1}{4}$ ), of Section 5, Township 21, Range 3 West, Shelby County, Alabama; minerals and mining rights excepted. Situated in Shelby County, Alabama.

And I do, for myself and for my heirs, executors and administrators, covenant with the said Ruby B. Holliman, her heirs and assigns, that I own said mortgage aforesaid and all of the debt and notes secured therein; that I have a good and lawful right to sell and convey same as aforesaid; that said debt is not subject to any off-set or counterclaim, and evidences a valid and subsistent second mortgage obligation, subject only to a mortgage in favor of J.O. Dorroh, which is filed for record in Shelby County, Alabama; that there is secured in said mortgage, and unpaid, the sum of \$1,724.21, together with interest thereon from December 17, 1955; that there has been paid on said mortgage a total of eleven payments of \$25.00 each, and that all the rest and remainder of said debt evidenced by said note secured in said mortgage is unpaid.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal, this the 13th day of January, 1956.

Mrs. Dempscie Lee Moore  
(Mrs. Dempscie Lee Moore)

STATE OF ALABAMA

JEFFERSON COUNTY

I, L.B. Cooper, a Notary Public in and for said County, in said State, hereby certify that Mrs. Dempscie Lee Moore, 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 the 13th day of January 1956.

L.B. Cooper, Notary Public