

3196

THE STATE OF ALABAMA,

*Shelby* County

KNOW ALL MEN BY THESE PRESENTS, That

*I Dennis Davis*  
*a widower*

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

*one hundred*

*fifty and no* (*\$150.00*)

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 SE 1/4 of the NW 1/4 of Section 32*  
*Township 20 South Range 7 East*

*Grantor reserves the right to*  
*remove within 90 days from*  
*the date of payment of the balance*  
*of such purchase money the*  
*following structures and improvements*  
*from such land all fences*  
*and dwelling house*



The above described lands containing in all

*40*

acres.

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, 1956 at the office of the Grantee in Birmingham, Alabama, the further sum of Twenty eight Hundred fifty and no/100 (\$2850<sup>00</sup>) 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.

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.

It is further agreed that the Grantee shall have the right to go upon the land described above to conduct topographical and geological surveys and examinations, including drilling test holes, and the right to do other things necessary or desirable on such land to determine the value and usefulness thereof, and in addition the right of ingress and egress for such works.

The Grantor further agrees that the Grantee shall have the right, at any time during the period for the payment of said further sum of money referred to above, or any extension thereof as heretofore provided, to extend said period for payment of said further sum of money for one consecutive periods of ninety (90) days each upon the payment or tender to the Grantor at the office of the Grantee in Birmingham, Alabama, of one Hundred fifty and no/100 Dollars (\$150<sup>00</sup>) for each such extension. All sums paid for such extensions shall be credited as a part of the purchase price for the lands described herein.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this the 17 day of May in the year of our Lord One Thousand and Nine Hundred fifty six

Signed, Sealed and Delivered in Presence of: Dennis Davis (L. S.)

LAN-1996-29789

THE STATE OF ALABAMA,

Shelby County

I, Eno Traylor a NOTARY PUBLIC STATE AT LARGE

in and for said County, in said State, do hereby certify that Dennis Davis a widower

whose name he 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 he executed the same voluntarily on the same day, the same bears date.

Given under my hand and official seal, this 17 day of May, 1956  
Eno Traylor  
NOTARY PUBLIC STATE AT LARGE

THE STATE OF ALABAMA,

STATE OF ALABAMA, SHELBY COUNTY

I, L.C. Walker, Judge of Probate, hereby certify that the within deed was filed for record the 1 day of June, 1956 at 2 o'clock P. and recorded in Deed Record 180 Page 216, and the Mortgage Tax of 3.00 has been paid.  
L.C. Walker Judge of Probate

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.