

1141

STATE OF ALABAMA)
COUNTY OF SHELBY) BOOK 130 PAGE ~~464~~

THIS INDENTURE made by and between Thomas D. Linscott, Mary Ann Linscott and Mignon Comer Smith, made and executed as of December 31, 1957, but actually executed on this 31st day of Dec., 1957,

W I T N E S S E T H:

Whereas Mignon Comer Smith did convey to Thomas D. Linscott the personal property hereinafter described as of January 2, 1957, and

Whereas J. Craig Smith and Mignon Comer Smith did execute to Thomas D. Linscott and Mary Ann Linscott a sub-lease on the real property hereinafter described as of January 2, 1957, and

Whereas Thomas D. Linscott and wife, Mary Ann Linscott did execute to Mignon Comer Smith a note and that certain mortgage recorded in the office of the Judge of Probate of Shelby County, Alabama, in Mortgage Book 249 at Page 498, pledging the personal property hereinafter described to secure the payment of the balance of the purchase price of said personal property, and

Whereas Mignon Comer Smith did in June of 1957 make an agreement for the rental of certain stalls from Thomas D. Linscott and wife, Mary Ann Linscott, and

Whereas Thomas D. Linscott and wife, Mary Ann Linscott have made all payments due under the documents

referred to above down to and including November of 1957, and

Whereas Mignon Comer Smith has paid all rental for stalls as provided for in said agreement, and

Whereas the parties have agreed that the personal property hereinafter described shall be re-conveyed to Mignon Comer Smith in consideration of the balance due thereon, and that said sub-lease and mortgage and stall rental agreement shall be canceled, all as is done hereby,

Now, Therefore, in consideration of the premises and in consideration of the mutual undertakings and other considerations herein provided, it is hereby mutually agreed as follows:

1. For and in consideration of \$10.00 and other good and valuable considerations, Thomas D. Linscott and wife, Mary Ann Linscott do hereby grant, sell, transfer and deliver to Mignon Comer Smith the following goods and chattels, namely:

(a) HORSES:

Café Noir
 Cameo
 Candescent
 Carmine
 Caudillo
 Combed Cotton
 Conspicuous
 Cordial
 Country Cus
 Cranreuch
 Creole Pony
 Cricket
 Crystal

(b) EQUIPMENT:

Seven forward seat saddles
 One park saddle
 Nine leather girths
 Two pelham bridles
 Nine snaffle bridles

Twenty-two water fountain bowls
Ten Botten feed buckets
One wheelbarrow
Two chaff forks
One garden hose
Four flood lights
Polo arena wire
Jumps
Twenty cement buckets
Two martingales
One grooming halter
One Oster electric horse clipper

(c) Riding School
Boarding stable
Sales stable,

being those businesses located on the property heretofore sub-leased by Thomas D. Linscott and Mary Ann Linscott from Mignon Comer Smith, and Thomas D. Linscott and Mary Ann Linscott do warrant that they own the above property, free from all encumbrances, and that they will defend the title of Mignon Comer Smith thereto against the lawful claims of all persons.

2. That for and in consideration of \$10.00 and other good and valuable considerations, Thomas D. Linscott and wife, Mary Ann Linscott do hereby cancel and vacate that sub-lease heretofore executed to them on the property hereinafter described, and Thomas D. Linscott and wife, Mary Ann Linscott do hereby release, remise, quit claim and convey unto Mignon Comer Smith all of their right, title and interest in and to the following described property:

That portion of Oakdale Farm situated in Shelby County, Alabama, lying to the north of the Birmingham-Sylacauga Highway as presently located and included within the Oakdale Farm property described as follows: Part of the Oakdale Farm, situated in the SW $\frac{1}{4}$ of Section 29, Township 18 South, Range 1 West, lying South of a road, which road begins at Sheets' Dairy and runs in a westerly

direction to the steel bridge crossing the Little Cahaba River, comprising approximately eighty (80) acres; also that portion of Oakdale Farm lying south of said road and situated in the S $\frac{1}{2}$ of Section 30, Township 18 South, Range 1 West, amounting to approximately one hundred sixty (160) acres; also that portion of Oakdale Farm located in Section 31, Township 18 South, Range 1 West, amounting to approximately three hundred sixty (360) acres; also the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6, Township 19 South, Range 1 West amounting to eighty (80) acres,

and all rights of Thomas D. Linscott and Mary Ann Linscott relative to this and neighboring property owned by Alabama Mineral Land Company.

To have and to hold unto Mignon Comer Smith, her heirs and assigns forever.

3. It is understood and agreed that that mortgage recorded in the office of the Judge of Probate of Shelby County, Alabama, in Mortgage Book 249 at Page 498 has been satisfied in full, and Mignon Comer Smith does hereby name and appoint the Judge of Probate of Shelby County, Alabama, as her true and lawful agent and attorney to satisfy same of record.

4. Thomas D. Linscott and wife, Mary Ann Linscott do acknowledge that they have received all rents due to be paid under that stall rental agreement executed in June of 1957.

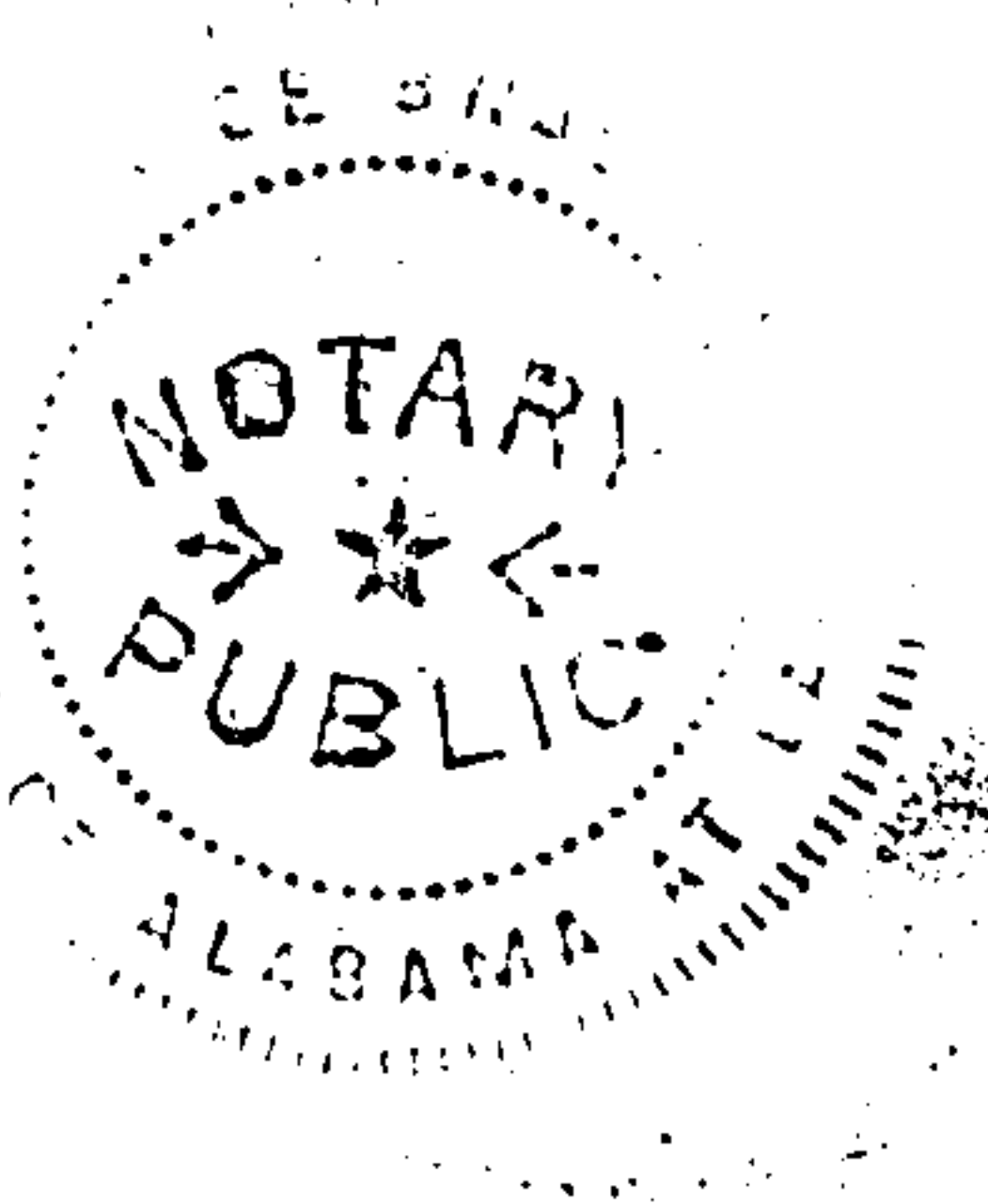
5. All of the parties do acknowledge full payment of all obligations due from the other parties relative to all of the property hereinabove described.

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

Given under my hand and official seal this

31st day of December, 1957.

Lanier Brashe
Notary Public



STATE OF ALABAMA, SHELBY COUNTY
I, L.C. Walker, Judge of Probate, hereby certify that the within release
was filed for record the 31 day of Dec, 1957, at 10 o'clock P.
and recorded in 190 Record 164 and the Mortgage Tax of
Deed Tax of _____ has been paid.
L.C. Walker
Judge of Probate