

3148

BOOK 193 PAGE 481

STATE OF ALABAMA)
)
SHELBY COUNTY)

For And In Consideration of the sum of Sixty Five Hundred Dollars (\$6,500.00) cash in hand paid, the receipt of which is hereby acknowledged, Leigh M. Clark and William H. Trueman, joined herein by their wives, Evelyn S. Clark and Caroline R. Trueman, hereby grant, bargain, sell and convey unto Southern Timber Management Service, Inc., the following described real estate situated in Shelby County, Alabama, viz:

Commence at the Northwest corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, T 18 S, R 2 W and run thence East along the North line of said quarter-quarter section 28 feet more or less to a point which is the point of intersection of said North line with a line drawn parallel to and 20 feet Southeast of the Northwest line of the Southeast diagonal one-half of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 35, T 18 S, R 2 W, if such parallel line be produced Northeast to such point of intersection, which point of intersection is the point of beginning of the tract of land conveyed hereby; run thence East along said North line of said SW $\frac{1}{4}$ of NW $\frac{1}{4}$ 805.39 feet more or less to a point which is 40 feet, (measured at right angles) from the center line of the Florida Short Route, Federal Highway 280, and which is in the Southwest right of way line of said highway, (said right of way of said highway being 80 feet wide); run thence in a Southeasterly direction along the said Southwest right of way line of said highway 332.20 feet; thence turning an angle to the right of 90°, and in a Southwesterly direction, run 641.84 feet; thence turning an angle to the right of 90°, run 933.31 feet to a point which is 20 feet Southeast of the Northwest line of the Southeast diagonal one-half of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, T 18 S, R 2 W; run thence in a Northeasterly direction along a line parallel to and 20 feet Southeast of said Northwest line of said diagonal one-half (and the production thereof) to the point of beginning; together with the right of way to cross that certain twenty foot strip described as follows: Begin at the Northwest corner of said SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and run thence Southwest, along the Northwest line of the Southeast diagonal one-half of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ 81.06 feet; thence, turning an angle to the right of 90°, run 20 feet to the most Westerly corner of the property hereinabove conveyed; run thence in a Northeasterly direction, along a line parallel to and 20 feet Southeast of said Northwest line of said Southeast diagonal one-half of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, (and along the production thereof) to the North line of said SW $\frac{1}{4}$ of NW $\frac{1}{4}$; run thence West, along said North line of said SW $\frac{1}{4}$ of NW $\frac{1}{4}$ to the point of beginning; said right of way being for the purpose of affording the grantees,

their successors and assigns, ingress and egress to the properties on the Westerly side of said Southeast diagonal one-half of said NE $\frac{1}{4}$ of SE $\frac{1}{4}$, and being granted subject to the following terms and conditions:

The said rights of egress and ingress shall be exercised in such manner as not to unreasonably interfere with the use of said 20 foot strip by grantors, their heirs at law and assigns in title, for access to and from, and for egress and ingress to and from, the lands of grantors, to and from the said Florida Short Route, Highway 280, by means of such 20 foot strip and that certain easement and right of way granted to Cecil A. Carlisle, his successors and assigns, by Tennessee Coal, Iron & Railroad Company by deed recorded in the office of the Judge of Probate of Shelby County, Alabama, in Deed Book 108 at page 539. In the event that grantors, their successors or assigns, shall construct a road or passway along said 20 foot strip, grantees, their successors and assigns shall be confined to crossing said 20 foot strip and the road or passway therein at a place to be selected by them which shall not exceed fifty feet in width, and which passageway shall be at the same grade as the road or passway constructed by grantors, their heirs at law and assigns in title, and the crossing shall be constructed as a conventional highway crossing and shall not interfere with or hinder passage on such 20 foot road or passageway. The intersection of such roads or passways shall be maintained at the joint expense of grantors and grantees, and their respective heirs at law and assigns. To the extent which grantors have the right so to do, they grant to grantees, their heirs at law and assigns in title, the right to the joint use, with grantors, their heirs at law, and assigns in title, of the said easement and right of way conveyed in said deed to Cecil A. Carlisle, his successors and assigns.

Grantors reserve to themselves, their heirs at law and assigns in title, and grantees convey and confirm unto grantors, their heirs at law and assigns, an easement and right of way in, over and upon the Southeasterly 22.5 feet of the tract of land hereinabove conveyed which is particularly described as follows: Commence at the most Easterly point of the above described tract of land, which is located in the Southwest right of way line of the Florida Short Route, Federal Highway 280; run thence along a line perpendicular to said Southwest right of way line and at 90° thereto (and which is the Southeasterly line of the tract of land hereinabove conveyed) 641.84 feet to the most Southerly point of said tract of land hereinabove conveyed; thence, turning an angle of 90° to the right, run 22.5 feet; thence turning an angle of 90° to the right, run in a Northeasterly direction parallel to said Southeasterly line of said tract hereinabove conveyed 641.84 feet to said Southwest right of way line of said Highway; thence, Southeasterly, along said Southwest right of way line to the point of beginning: Said easement and right of way is reserved and granted to grantors, their heirs at law and assigns, for the purpose of

constructing, operating and maintaining a road to serve the remaining lands of grantors, their heirs at law and assigns, and the inhabitants thereof and/or for the purpose of parcelling off, and/or selling, and/or subdividing, opening up and/or developing for real estate subdivision purposes, or otherwise, the remaining property of grantors or any part or parts thereof and providing for ingress and egress to such remaining property of grantors, for the benefit of grantors, their heirs at law, and assigns in title to said remaining property or any part thereof; it being understood and agreed, however, that, in the event grantees, their heirs at law or assigns in title, shall, in the development of the property herein conveyed to grantees, build a road, or any part thereof in said strip, grantors, their heirs at law, and successors in title, for any of the purposes aforesaid, may build a road in whole or in part upon or over such road, removing the same, or any part thereof for such purpose PROVIDED THAT any road so built may be used by grantees, their heirs at law and assigns for access to the lands herein conveyed, jointly with grantors, their heirs at law and assigns and all others entitled or authorized to use same and they shall not be required to contribute to any part of the upkeep thereof, provided only that their use shall not obstruct or damage said road constructed by grantors, their heirs at law or assigns, nor hinder the free and full use thereof. Grantees, their successors and assigns, shall have the right to erect temporary fences which may enclose all or any part of said 22.5 foot strip until such time as grantors, their successors or assigns shall desire to use said strip, or any part thereof, for the purposes aforesaid, whereupon said fences shall be removed and replaced adjacent to and on the Northwesterly side of said strip, if grantees, their heirs at law and assigns shall desire to have said fence at that place. Such removal and relocation of said fence as it then exists shall be at the reasonable cost and expense of grantors, their heirs at law and assigns, but they shall not be obligated to pay any cost of replacement at any other place than specified next above.

TO HAVE AND TO HOLD, unto the said grantee, its successors and assigns forever.

And grantors do, for themselves, their heirs, executors and administrators, covenant with the said grantee, its successors and assigns, that they are lawfully seized in fee simple of said premises; that they are free from all encumbrances, and that they have a good right to sell and convey the same as aforesaid; that they will, and their heirs, executors and administrators

shall, warrant and defend the same to the said grantee, its successors and assigns forever, against the lawful claims of all persons; there are excepted from the warranties made herein the following: (a) taxes for the current tax year 1958, (b) the rights granted herein for the joint use of the right of way granted by Tennessee Coal, Iron & Railroad Company to Cecil A. Carlisle, his successors and assigns referred to hereinabove, (c) rights of the public, if any, in any road or highway not of record.

It is further understood and agreed that grantors make no warranty as to the width of the right of way of the Florida Short Route, Highway 280, but it is further understood and agreed that, regardless of the width of the right of way of said highway, this conveyance is drawn on the hypothesis that said highway is eighty feet in width, and that the North-easterly line of the property herein conveyed is measured along a line which is parallel to and 40 feet distant from the center line of said highway, so that the run of 332.20 feet contained in the hereinabove description of the property conveyed will not exceed 332.20 feet along a line drawn 40 feet Southwest of and parallel to the center line of said highway, and which runs Southeasterly from the point where the North line of said SW $\frac{1}{4}$ of NW $\frac{1}{4}$ intersects said line drawn parallel to and 40 feet Southwest of the center line of said highway.

IN WITNESS WHEREOF, the undersigned grantors have hereunto set their hands and seals on this the 5^m day of June, 1958.

Witness to
all signatures:

Katherine W. Mitchell

Leigh M. Clark

Evelyn S. Clark

William H. Zuercher

Caroline R. Zuercher

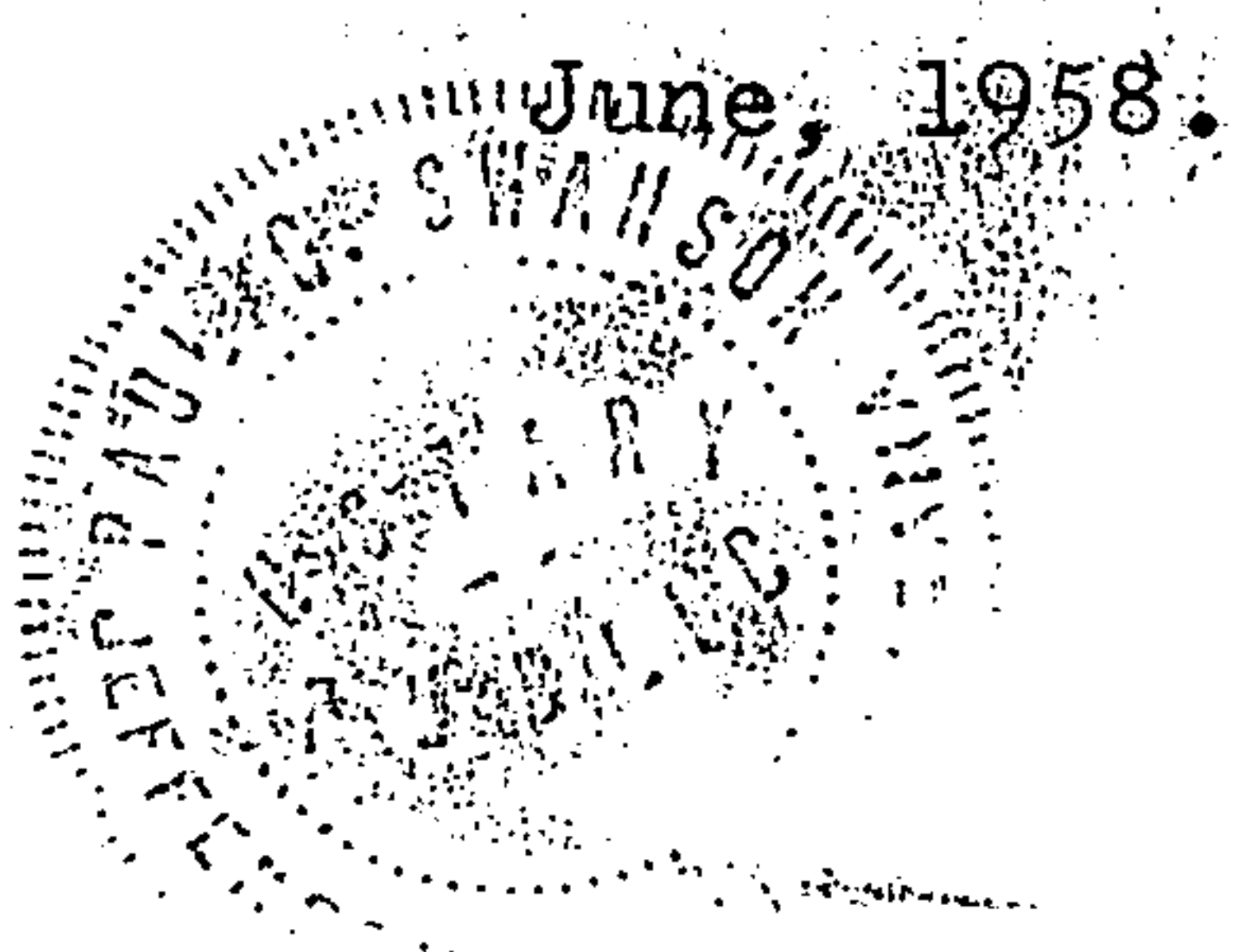
BOOK 193 PAGE 485

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Leigh M. Clark and wife Evelyn S. Clark, William H. Trueman and wife Caroline R. Trueman, 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 5th day of

June, 1958.


Paul G. Swanson
Notary Public

Notary Public, Jefferson County, Alabama;
My commission expires Dec. 6, 1958
Bonded by American Surety Co. of N. Y.



State of Alabama, Shelby County:
I, L. C. Walker, Judge of Probate, hereby certify that the within Deed was filed in this office for record the 4
day of June 1958 at 8 o'clock P. M. and recorded in Deed Record 193 Page 481 & examined
6-25-58 and the Mortgage Tax of \$ 2.50 has been paid. Deed Tax of \$ 6.50
Fee \$ 2.50 L. C. Walker Judge of Probate