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page 7

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STATE OF ALABAMA,)
SHELBY COUNTY.)

BOOK

211 PAGE 311

See mtg

FILED 12 MAY 1959

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Twenty-five Thousand and no/00 Dollars (\$25,000.00) cash paid, and the execution and delivery of a purchase money mortgage for Seventy Thousand, Five Hundred and no/00 (\$70,500.00) Dollars by Malone Freight Lines, Inc., a corporation, to The First National Bank of Birmingham, as Executor under the will of Clarence G. Elliott, The First National Bank of Birmingham, as Trustee under the will of Clarence G. Elliott, deceased, Vivian E. Wood, Van Sloss Elliott, Gordon Crane Elliott, Inez E. Andersen (who is one and the same person as Inez E. Anderson), William Young Elliott and Lewis H. Elliott, receipt whereof is hereby acknowledged, the said The First National Bank of Birmingham as Executor under the will of Clarence G. Elliott, deceased; The First National Bank of Birmingham, as Trustee under the will of Clarence G. Elliott, deceased; Vivian E. Wood, a widow; Van Sloss Elliott and wife, Erlene M. Elliott; Gordon Crane Elliott and wife, Margaret B. Elliott; Inez E. Andersen and husband, Holger Andersen; William Young Elliott and wife, Laura B. Elliott, and Lewis H. Elliott and wife, Euna Elliott, do hereby grant, bargain, sell and convey to the said Malone Freight Lines, Inc., a corporation, the following described real estate, lying and being situated in Shelby County, Alabama, to wit:

W 1/2 of SE 1/4, Section 32, Township 18 South, Range 1 West, containing 80 acres, more or less.

W 1/2 of E 1/2 of SE 1/4, Section 32, Township 18 South, Range 1 West, containing 40 acres, more or less.

SE 1/4 of SW 1/4, Section 32, Township 18 South, Range 1 West, containing 40 acres, more or less, excepting therefrom right-of-way of U. S. Highway 280 (Florida Short Route).

Certain property in the NW 1/4 of the SW 1/4, Section 32, Township 18 South, Range 1 West, being and lying on the south side of the following described boundary line, to wit: starting at the SE corner of said NW 1/4 of SW 1/4 and running Northwest and crossing the public road at a stake near said road, and running Northwest to the original West line of said Forty, in Section 32, Township 18 South, Range 1 West, all south of the above described line, said tract of land containing 10 acres, more or less, less easements and rights of way of record.

Also the SW 1/4 of the SW 1/4, Section 32, Township 18 South, Range 1 West, except 10 acres, more or less, in the SW corner of said 40 acres, said part excepted lying SW of the middle of the

lane or line dividing and running between the lands of Howell Pearson and T. R. Krider, said part excepted being more particularly described as follows:

Start at an iron pin common to the SW corner of the C. G. Elliott property at the Southeast corner of the SW 1/4 of the SW 1/4 of Section 32, Township 18, Range 1 West, and then run along the south base section line of Section 32 for 1336.01 feet on an azimuth of North $86^{\circ} 34'$ west to the T.C.I. section corner common to Sections 31 and 32 in Township 18 South, Range 1 West, and Sections 5 and 6 in Township 19 South, Range 1 West; thence turn an interior angle to the left of $88^{\circ} 42'$ and run 763.9 feet along the west base section line of Section 32 to another iron pin common to the C. G. Elliott property; thence turn an interior angle of $76^{\circ} 27'$ to the left and run a distance of 154.01 feet to another pin which at about this point becomes the apparent center line of an old lane, trail or road, at which point an exterior angle of $9^{\circ} 23'$ is turned to the right and a distance of 892.3 feet is run, (crossing the center line of the paved Lake Purdy-Indian Springs road at 282.5 feet and thereafter following the approximate center line of a well defined lane, road or trail to the point of commencement), to another iron pin where another exterior right angle of $21^{\circ} 42'$ is turned; thence run a distance of 294.4 feet to another iron pin where an interior angle of $5^{\circ} 2'$ is turned to the left and a distance of 108.9 feet is run to another pin; thence turn an exterior angle of $5^{\circ} 45'$ to the right and run a distance of 99.7 feet to the iron pin of beginning, common to the C. G. Elliott property and being the Southeast corner of the SW 1/4 of SW 1/4 of Section 32, Township 18 South, Range 1 West; less all easements and rights of way of record.

N 1/2 of NE 1/4 of NE 1/4, Section 5, Township 19 South, Range 1 West, containing 20 acres, more or less.

All of the NW 1/4 of NE 1/4, Section 5, Township 19 South, Range 1 West, EXCEPT that part heretofore conveyed to Robert Smith on August 10, 1953, which said deed is recorded in Deed Book 161 at Page 543 in the Office of the Judge of Probate of Shelby County, Alabama, containing approximately 8.76 acres, more or less, and EXCEPT that tract of land containing approximately 4.33 acres, more or less, heretofore sold to Carl Posey, which said deed is recorded in the Probate Office of Shelby County, Alabama, in Deed Book 179 at Page 23, and EXCEPT that part along the Florida Short Route Highway owned by J. T. Lacey, description of said property being found recorded in Deed Book 105 at Page 215 in the Probate Office of Shelby County, Alabama, and except all easements and rights of way of record.

Mineral rights to all of the NW 1/4 of the NE 1/4, Section 5, Township 19 South, Range 1 West, except that part heretofore conveyed to Robert Smith and Carl Posey as hereinabove set out.

All of the property above described belonging to the Clarence G. Elliott Estate is subject to all easements for highways, roads, transmission line permits and easements of record.

TO HAVE AND TO HOLD unto the said Malone Freight Lines, Inc., a corporation, its successors and assigns forever.

The said Malone Freight Lines, Inc., a corporation, hereby expressly assumes the payment of ad valorem taxes which will be due October 1, 1959.

It is specifically understood and agreed that this deed is made subject

to existing right of way, building restrictions and/or easements, if any, on or against the above described property, and the same are excepted from the implied warranties hereof.

This conveyance is likewise made subject to the rights of tenants in possession, under lease recorded in Book 189, Page 216, in the Probate Office of Shelby County, Alabama. The undersigned hereby transfers to the Malone Freight Lines, Inc., a corporation, but without recourse, all of the right, title and interest of the undersigned in and to said lease on the property described therein, including the right to collect and receive rent due therefrom.

This instrument is without warranty or representation of any kind on the part of the undersigned, The First National Bank of Birmingham, as Executor and Trustee under the will of Clarence G. Elliott, deceased, expressed or implied, except that there are no liens or encumbrances outstanding against the premises conveyed which were created or suffered by the undersigned corporate grantors not specifically mentioned; nor shall this instrument or anything herein contained be construed as creating an indebtedness or obligation on the part of the undersigned, The First National Bank of Birmingham, as Executor and as Trustee under the will of Clarence G. Elliott, deceased, in its individual or corporate capacity, other than the limited warranty stated above.

IN WITNESS WHEREOF, the undersigned, The First National Bank of Birmingham, as Executor under the will of Clarence G. Elliott, deceased, and The First National Bank of Birmingham, as Trustee under the will of Clarence G. Elliott, deceased, has caused these presents to be executed by Dan B.

Flautt, its Vice President and Trust Officer, and attested and its seal affixed by S. H. Tanner, ITS Trust Officer, both of whom are duly authorized, on this the 31st day of March, 1959; and we, the said Vivian E. Wood, a widow; Van Sloss Elliott and wife, Erlene M. Elliott; Gordon Crane Elliott and wife, Margaret B. Elliott; Inez E. Andersen and husband, Holger Andersen; William Young Elliott and wife, Laura B. Elliott, and Lewis H. Elliott and wife, Euna Elliott, have hereunto set our hands and seals this 31st day of March, 1959.

BOOK 211 PAGE 314

ATTEST:

Trust Officer

ATTEST:

Trust Officer

THE FIRST NATIONAL BANK OF BIRMINGHAM, As Executor under the Will of Clarence G. Elliott, deceased.

By: Sam B. Flautt
Vice President & Trust Officer

THE FIRST NATIONAL BANK OF BIRMINGHAM, As Trustee under the Will of Clarence G. Elliott, deceased.

By: Sam B. Flautt
Vice President & Trust Officer

Vivian E. Wood
Vivian E. Wood

Van Sloss Elliott
Van Sloss Elliott

Erlene M. Elliott
Erlene M. Elliott

Gordon Crane Elliott
Gordon Crane Elliott

Margaret B. Elliott
Margaret B. Elliott

Inez E. Andersen
Inez E. Andersen

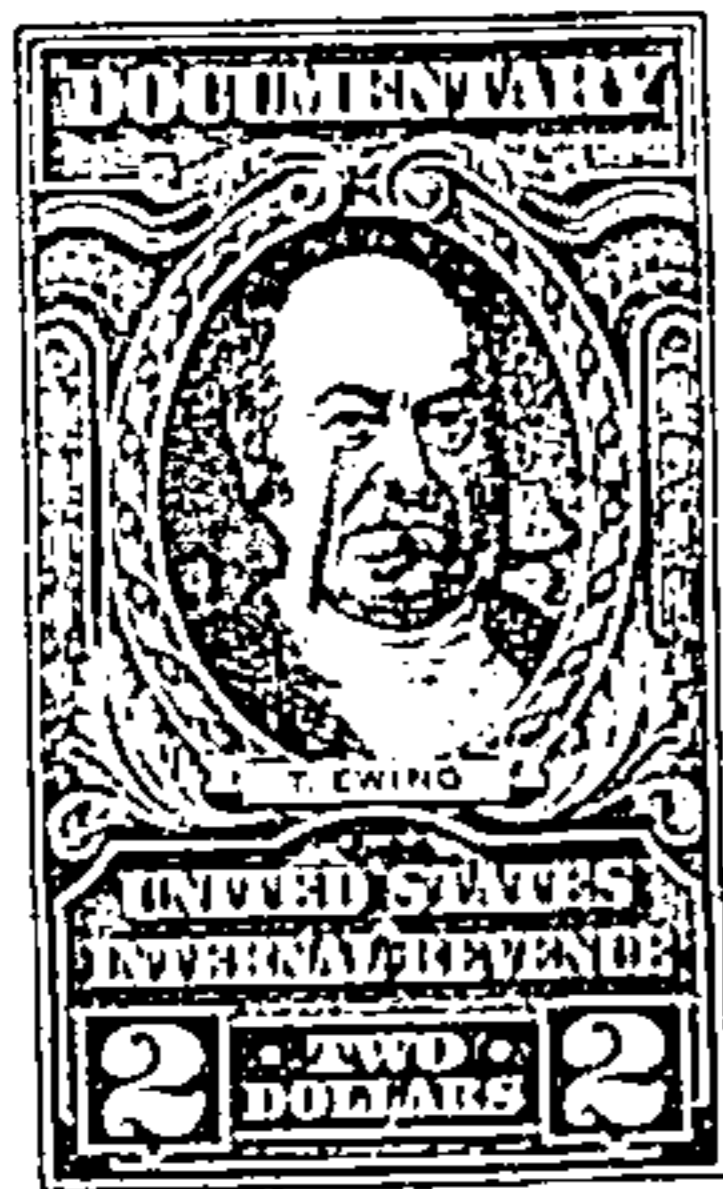
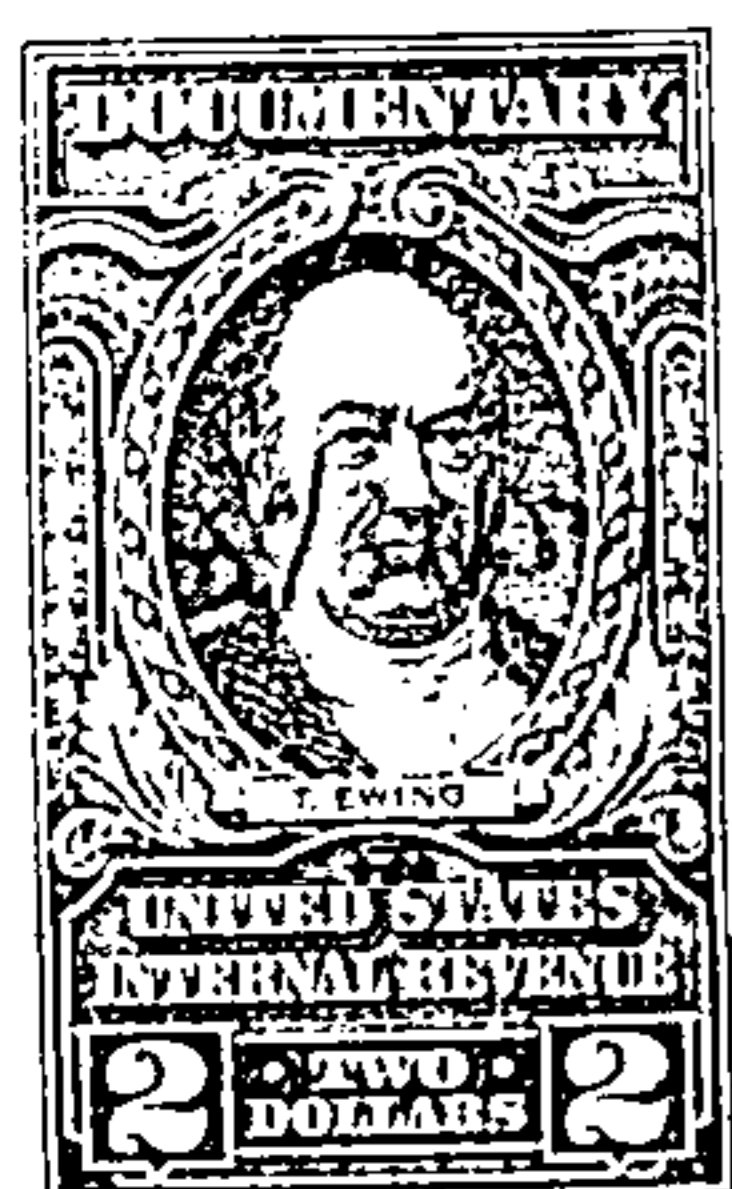
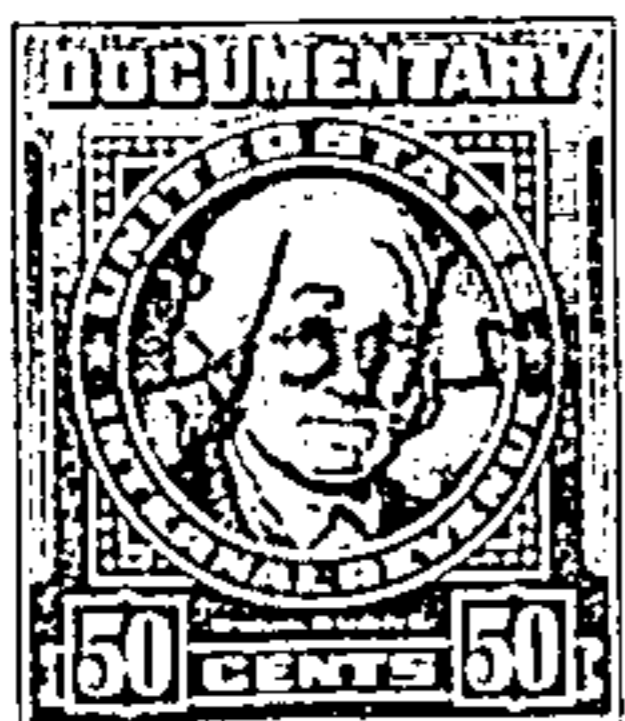
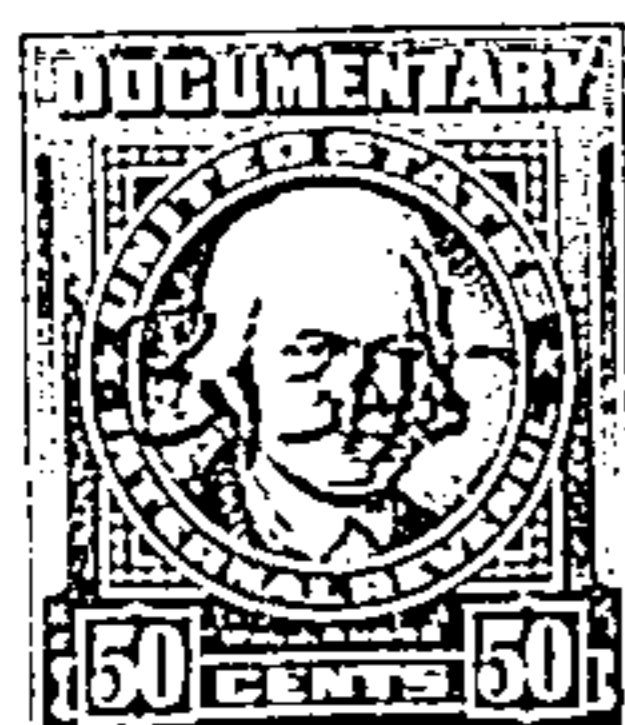
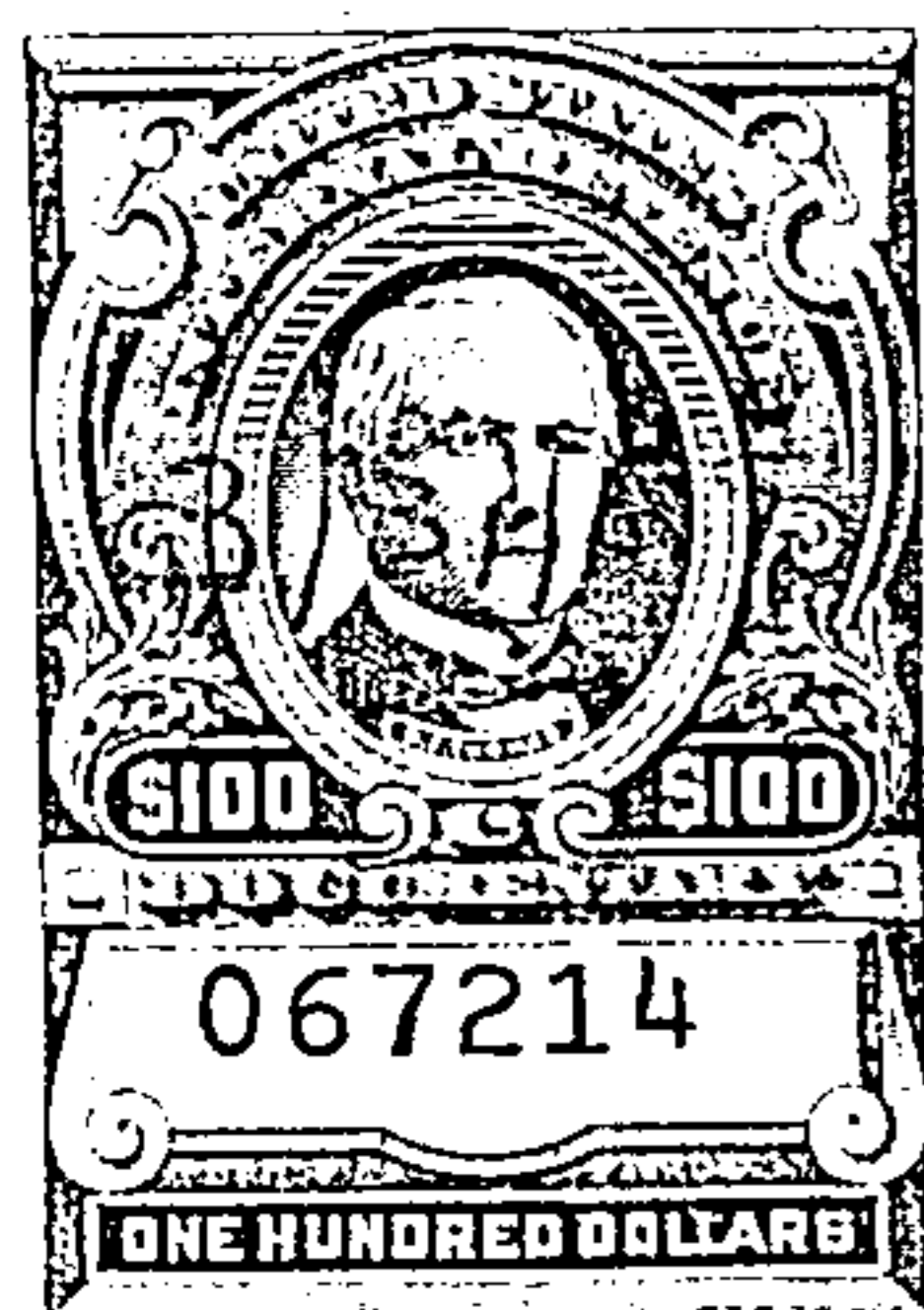
Holger Andersen
Holger Andersen

William Young Elliott
William Young Elliott

Laura B. Elliott
Laura B. Elliott

Euna Elliott
Euna Elliott

Lewis H. Elliott
Lewis H. Elliott



STATE OF ALABAMA,)
)
JEFFERSON COUNTY.)

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I, Malcolm L. Wheeler, a Notary Public in and for said County in said State, hereby certify that Dan B. Flautt, whose name as Vice President and Trust Officer of The First National Bank of Birmingham, a corporation, as the Executor and Trustee under the will of Clarence G. Elliott, deceased, 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 said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Executor and Trustee under the will of Clarence G. Elliott, deceased.

Given under my hand and official seal this 31st day of March, 1959.

Malcolm L. Wheeler
Notary Public

Notary Public, Jefferson County, Ala.
My commission expires Mar. 13, 1962
Bonded by Employers Liability Assurance Corporation

STATE OF ALABAMA,)
)
JEFFERSON COUNTY.)

I, Malcolm L. Wheeler, a Notary Public in and for said County in said State, hereby certify that Vivian E. Wood, a widow; Van Sloss Elliott and wife, Erlene M. Elliott; Gordon Crane Elliott and wife, Margaret B. Elliott; William Young Elliott and wife, Laura B. Elliott, and Lewis H. Elliott and wife, Euna Elliott, 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 said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of March, 1959.

Malcolm L. Wheeler
Notary Public

Notary Public, Jefferson County, Ala.
My commission expires Mar. 13, 1962
Bonded by Employers Liability Assurance Corporation

STATE OF TENNESSEE,)
)
SHELBY COUNTY.)

I, W.C. MITCHELL, a Notary Public in and for said County in said State, hereby certify that Inez E. Andersen and husband, Holger Andersen, 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 said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of March, 1959.

W.C. Mitchell
Notary Public

My Commission expires July 2, 1962

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within Deed was filed for record the 12 day of May 1959 at 2 o'clock P. M. and recorded in Deed Record 201 at page 315 and the Mortgage Tax Deed Tax 25.00 has been paid.

Conrad M. Fowler
Judge of Probate