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BOOK 201 PAGE 455

THE STATE OF ALABAMA)
SHELBY COUNTY)

FILED 23 MAY 1959

KNOW ALL MEN BY THESE PRESENTS, That

Wm H. D.

Kennedy and wife Jennie C.
Kennedy

(herein sometimes called Grantors), for and in consideration of

Six

hundred and no/100 Dollars, (\$ 600⁰⁰),

to them in hand paid by Southern Electric Generating Company, a corporation. (herein sometimes called Grantee), the receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey unto Southern Electric Generating Company the lands located in Shelby County, Alabama, which are described on the attached sheet marked Exhibit A, which is hereby made a part hereof.

Whereas, Grantee contemplates the construction of a steam plant upstream from said lands for the manufacture of electricity. Now, therefore, for the consideration recited above Grantors further grant, bargain, sell and convey unto Grantee the right to construct, maintain, and operate such steam plant for the manufacture of electricity, and the consideration paid pursuant to the terms of this instrument includes and is accepted in full compensation for all consequences arising therefrom, to Grantors, their heirs and assigns, and to their remaining and adjoining lands, as well as from the operation of the power plant or plants of Grantee.

TO HAVE AND TO HOLD to Southern Electric Generating Company, its successors and assigns, forever.

And Grantors covenant with Grantee, its successors and assigns, that Grantors are lawfully seized in fee of the lands hereinabove described; that such lands are free from all encumbrances except the lien for ad valorem taxes due October 1, 1959; that Grantors have a good right to sell and convey the lands herein granted to Grantee, its successors and assigns, and that Grantors and their successors and assigns will warrant and defend such lands to Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons.

But this conveyance is made upon the condition subsequent that Grantee pay or tender or cause to be paid or tendered to Grantors or any of them or to their personal representative or, at the option of Grantee, to

First National Bank, of Wilsonville, Ala.,
for the account of Grantors or any of them or their personal representative, on

or before the 31 day of December, 1959, the further sum of

Eleven thousand four hundred and no/100 Dollars (\$ 11400⁰⁰),
for the fee simple title, satisfactory to Grantee's attorneys, to the lands hereby conveyed and at the same rate for any proportionate interest less than the entire fee simple title. For the purpose of adjustments in such further sum because of less than the entire fee simple title being conveyed, the purchase price of the

lands conveyed is considered to be \$ 12000⁰⁰. In the event such condition subsequent is not satisfied, this conveyance and the title, rights and interests herein conveyed shall be null and void, and the consideration presently paid shall be forfeited to Grantors; but there shall be no obligation upon Grantee or its successors or assigns to pay or tender such sum of money.

Grantors covenant to execute receipts and other instruments at the time of payment of such further sum of money, as Grantee may deem necessary.

Grantors further covenant to remove defects in the fee simple title to the lands herein conveyed, if any there be, and if they fail to do so on or

before the 31 day of December, 1959, then the time within which such sum of money may be paid or tendered shall be extended at the option of Grantee until thirty days after such defects are removed.

While it is the intent of Grantors to convey unto Grantee by this instrument the lands, rights, interests and easements hereinabove described, subject to such condition subsequent, it is understood between Grantors and Grantee that Grantee does not desire exclusive possession of the lands herein conveyed immediately, that Grantors may retain possession of such land and that Grantors shall

assess for and pay the taxes on such lands until the 31 day of December 1959, or until such further sum of money is paid or tendered as provided herein, whichever occurs last; but Grantee may at any time within such period, enter upon such lands and make topographical and geological surveys and examinations thereof and conduct clearing operations thereon without liability for damages in so doing.

Reference to Grantors shall include Grantors' heirs, executors, administrators and assigns, and reference to Grantee shall include its successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this

12 day of May, 1959.

Signed, Sealed and Delivered in the Presence of:

_____	<u>H.S. Kennedy</u>	(L.S.)
_____	<u>Fannie C. Kennedy</u>	(L.S.)
_____		(L.S.)

The NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6 Township 21 South Range 2 East.

H.S. Kennedy
Fannie C. Kennedy

STATE OF

Alabama

COUNTY OF

Shelby

I, Etho Traylor, a NOTARY PUBLIC STATE AT LARGE, in and for said County in said State, hereby certify that H. S. Kennedy and wife Fannie C. Kennedy

whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument they executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this the 12 day of May, 1959.

Etho Traylor
NOTARY PUBLIC STATE AT LARGE

STATE OF

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within deed was filed for record the 23 day of May 1959 at 8 o'clock PM and recorded in deed Record 201 at page 433 and the Mortgage Tax Deed Tax 12.00 has been paid.

Conrad M. Fowler
Judge of Probate

19____.

STATE OF

COUNTY