

STATE OF ALABAMA

SHELBY COUNTY

3971

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Thirteen Thousand Seven Hundred Fifty and No/100 (\$13,750.00) Dollars, cash, to it in hand paid by J. D. Falkner and Lorene Falkner, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the undersigned, Sumter Farm and Stock Company, Inc., a Corporation, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said J. D. Falkner and Lorene Falkner, subject, however, to that certain lease or rental contract now existing thereon heretofore executed by and between the grantor and The Olen Company, Inc., dated December 27, 1956, (and it being understood between the parties hereto that H. L. Green Company, Inc., its lessee, or licensee, is now occupying said property under said lease); and also subject to any and all existing zoning ordinances pertaining to said property, if there be any such ordinances-, the following described real estate, situate, lying and being in the town of Columbiana, in Shelby County, in the State of Alabama, to-wit:

Beginning at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section Twenty-five, in Township Twenty-one, South of Range One West, thence run South along the Western boundary of said Section Twenty-five a distance of 264 feet to the North line of East College Street, said point being the front corner between the property now owned or formerly owned by Frank Norris and the property now owned or formerly owned by Willie S. Lokey, thence run South sixty-one degrees, thirty minutes West 269.0 feet to a point, thence run South eighty-six degrees, thirty minutes West 224.15 feet to a point on the West line of Main Street and 3.0 feet South of the North line of West College Street, thence run North along the West line of Main Street a distance of 29.75 feet, more or less, to the center of a wall between the building now occupied or formerly occupied by Farr Brothers and the building now occupied by H. L. Green Company, Inc., its lessee, or licensee, for the point of beginning; thence run West along the center line of said wall and the extension of said center line if necessary 93 feet to a point, thence run North and parallel with the West line of Main Street 28.75 feet to a point, thence run East 93 feet along the center line of the North wall of the building now occupied by H. L. Green Company, Inc., its lessee, or licensee, and the extension of said center line if necessary, to the West line of Main Street and thence run South along the West line of Main Street 28.75 feet, more or less, to the point of beginning; being a lot fronting 28.75 feet on the West side of Main Street and running back of even width 93

feet; together with a perpetual right-of-way and easement for use as a foot passage, the passage of vehicles of all kinds and description and for all other reasonable and usual purposes over an alley, which said alley is hereby dedicated to the public, and described as follows, to-wit: Begin at a point on the North line of West College Street, which is the South boundary line of the property conveyed by Eva M. Watson and Ira A. Watson, her husband, to Henry Johnson by deed dated 16 September, 1946, and recorded in the Probate Office of Shelby County, Alabama, in Deed Book 125, at page 329, 93 feet West of the West line of Main Street, and run thence in a Northerly direction parallel with the West line of Main Street 82 feet across said property so conveyed to Henry Johnson, to the Northern boundary line thereof, thence run Westerly along said Northern boundary line 8 feet to a point, thence run Southerly 82 feet parallel with the West line of Main Street to the North line of West College Street and the Southern margin of said property so conveyed to Henry Johnson, thence run Easterly 8 feet to the point of beginning;

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD unto the said J. D. Falkner and Lorene Falkner, their heirs and assigns, forever.

And the said Sumter Farm and Stock Company, Inc., does expressly covenant and agree to and with the said J. D. Falkner and Lorene Falkner that it is lawfully seized in fee simple of the real estate hereinabove described and conveyed; that the same is free from any and all liens, mortgages and encumbrances, with the exception of the above referred to lease or rental contract now existing thereon, with the exception of any and all existing zoning ordinances pertaining to said property, if there be any such ordinances, and with the exception of the lien for the collection of the ad valorem taxes thereon for the current tax year; that it has a good and lawful right to sell and convey the same as aforesaid; and that subject to the said lease or rental contract, subject to the said zoning ordinances, if any there be, and subject to the lien for the collection of the pro rata part of the ad valorem taxes thereon for the current tax year which shall have accrued up to the date of the delivery of this deed, it does and will, and its successors shall, forever warrant and defend the title to the said property and the possession thereof, unto the said J. D. Falkner and Lorene Falkner, their heirs and assigns, against the lawful claim or claims of any and all persons whomsoever.

It is expressly understood and agreed by and between the parties

hereto that the ad valorem taxes on said property for the current tax year are to be pro rated between the grantor and grantees as of the date of the delivery of this deed; that the grantor will transfer, assign and deliver to the grantees all of its right, title and interest in and under the above referred to lease or rental contract so now existing on the said property and in and to all rentals becoming due thereunder on and after July 1, 1960, - such transfer and assignment to be without guaranty of any kind on the part of and without recourse of any kind against the grantor.

IN WITNESS WHEREOF, said Sumter Farm and Stock Company, Inc., a Corporation, by John L. Hutcheson, Jr., as its President, who is duly authorized to execute this conveyance for and on behalf of, and in the name of, said Corporation, has hereunto set its hand and seal and has caused the same to be attested by ^{S. L. Probasco, Jr.} ~~Sam-H. Campbell~~; ^{Asst.} its Secretary, this the 15 day of June, 1960.

Attest:

SUMTER FARM AND STOCK COMPANY, INC. (SEAL)

S. L. Probasco, Jr.
Asst. Secretary

John L. Hutcheson, Jr.
By John L. Hutcheson, Jr.
As its President

STATE OF TENNESSEE |
HAMILTON COUNTY |

I, Nora Short Spriggs, a Notary Public in and for said County, in said State, hereby certify that John L. Hutcheson, Jr., whose name as President of Sumter Farm and Stock Company, Inc., a Corporation, 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 the conveyance, he as such officer and with full authority, executed the same voluntarily for and as the act of the Corporation.

Given under my hand and official seal, this the 15th day of June, 1960.

Nora Short Spriggs
Notary Public in and for
HAMILTON County, Tennessee

STATE OF TENNESSEE)
)
COUNTY OF HAMILTON)

I, Nora Short Spriggs, a Notary Public in and for said County,
in said State, hereby certify that S. L. Probasco, Jr. whose name as Asst.
Secretary of Sumter Farm and Stock Company, Inc., a Corporation, 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 the conveyance, he
as such officer and with full authority, executed the same voluntarily for
and as the act of the corporation.

Given under my hand and official seal, this the 15th day of June,
1960.

Nora Short Spriggs
Notary Public in and for
Hamilton County, Tennessee



STATE OF ALABAMA }
SHELBY COUNTY }

I, Conrad M. Fowler, Judge of Probate hereby
certify that the within Deed was
filed in this office for record the 27 day
of June 1960 at 10 o'clock A.M.
and recorded in Deed Record 429
page 524 and examined 6-28-60
and the Mortgage Tax of \$
Deed Tax of \$14.00 has been paid.

Conrad M. Fowler
Judge of Probate

Fee \$2.50

229 524