

4306

DEED 6743P786

AGREEMENT

It is hereby mutually understood and agreed that the lease sale contract between James E. Morgan and Ellorine C. Morgan, party of the first part, and J. A. Garrett Real Estate and Insurance, Inc., party of the second part, dated July 8, 1961 pertaining to the following premises in Shelby County, Alabama, more particularly described as

The NW-1/4 of the SW-1/4 of the NW-1/4 of Section 31; Township 18 South, Range 1 West, except mineral and mining rights, also except 3/4 of an acre, more or less, described in Book 212 at page 497 of the Shelby County Probate Records, also except 3 acres, more or less, described in Book 269 at page 279 of the Shelby County Probate records, also except rights of Peggy Snider, an heir at law and granddaughter of Arthur Snider, deceased, in and to an undivided 1/16 interest in the following described property: Commencing at the Northwest corner of the SW-1/4 of the NW-1/4 of Section 31, Township 18 South, Range 1 West, and run in an easterly direction along the North boundary of said SW-1/4 of NW-1/4, 73 feet to a road for point of beginning of lot herein conveyed; run thence in a southerly direction along said road with its meanders, 250 feet; run thence in a northeasterly direction to a point on the North boundary of said SW-1/4 of NW-1/4 which is 250 feet easterly from point of beginning; run thence west along said North boundary of said SW-1/4 of NW-1/4 250 feet to point of beginning, containing approximately 3/4 of an acre, more or less, situated in Shelby County, Alabama,

is terminated by mutual agreement as of February 10, 1962.

The party of the first part agrees to release the party of the second part from all liability under said lease sale agreement and to return to the party of the second part its promissory note dated July 8, 1961 in the amount of \$7,000.00.

The party of the second part agrees to relinquish all right and title to the above described property and agrees to return to the party of the first part the survey plat of said property.

In testimony whereof, we have set our hands and seals in duplicate this 9th day of April, 1962.

<u>James E. Morgan</u>	<u>James E. Morgan</u> (L.S.)
<u>Ellorine C. Morgan</u>	<u>Ellorine C. Morgan</u> (L.S.)
<u>J. A. Garrett Real Estate and Insurance, Inc.</u>	<u>J. A. Garrett Real Estate and Insurance, Inc.</u> Co. <u>243</u>
<u>James E. Morgan</u>	<u>James E. Morgan</u> (L.S.)
<u>President & Treasurer</u>	<u>President & Treasurer</u>

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 6/2 1962
RECORDED & \$ ✓ MTG. TAX
& \$ ✓ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.
Conrad M. Fowler
JUDGE OF PROBATE

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
DEED 6743P786
MAY 29 21 AM '62
RECORDED & \$ ✓ MTG. TAX
& \$ ✓ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.
James E. Morgan

937. REC'D 0722 1962