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STATE OF ALABAMA,)
JEFFERSON COUNTY.)

For and in consideration of the sum of Three Hundred Eighty seven and 50/100 (\$387.50) Dollars, cash in hand paid to the undersigned L. J. Gebhard by A. C. Montgomery, and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned L. J. Gebhard does hereby transfer, sell, assign and convey to the said A. C. Montgomery all of the right, title and interest of the undersigned in and to that certain trust agreement executed by W. E. Richardson, Paul Lanier. L. J. Gebhard and K. E. Cooper as beneficiaries thereunder and by K. E. Cooper, as Trustee, dated November 2, 1931, setting up a trust in regard to the use and enjoyment of 40 acres of land in Shelby County, Alabama, described as follows: All that certain property particularly described in mortgage executed by K. E. Cooper, as Trustee, to Protective Life Insurance Company dated November 2, 1931, which mortgage is recorded in the Probate Office of Shelby County, Alabama, in mortgage book 162 at page 526; together with all right, title and interest of the undersigned in and to the property, rights and interest described in said trust agreement.

For said consideration the undersigned does further transfer, sell, assign and convey to the said A. C. Montgomery the house and all of the furniture, fixtures and all other personal property of every kind and character belonging to the undersigned located in said house which was built on the property referred to above by Paul Lanier and L. J. Gebhard, and later wholly acquired by the latter, and now used by him as his individual camp site.

As a further part of the consideration of this transfer and conveyance, the grantee herein, A. C. Montgomery, agrees to assume and pay his share, viz: one-fourth of the mortgage covering said property which mortgage was executed to Protective

Life Insurance Company by K. E. Cooper, as Trustee under said trust agreement, dated November 2, 1931, securing the principal amount of \$1250., which mortgage is recorded in the Probate Office of Shelby County, Alabama, in mortgage record 162, at page 526. The said A. C. Montgomery does further agree to abide by and respect all of the restrictions imposed by said trust agreement, and to be bound by said trust agreement as a beneficiary thereunder, in all respects as if he were one of the four original beneficiaries thereunder.

The undersigned L. J. Gebhard warrants that he has a good and unencumbered title to the furniture, fixtures and other personal property located in said house, and hereby sold and conveyed to the said A. C. Montgomery.

Part of the consideration hereof is the execution by the said A. C. Montgomery to the said L. J. Gebhard of a purchase money mortgage securing the balance due on the purchase price of said property in the amount of \$800., payable \$100 and interest on or before every six months after date until paid.

The undersigned Tabby Gebhard joins her husband in the execution hereof so as to manifest her assent, approval and joinder in the execution hereof.

In Witness Whereof, the undersigned have hereunto set their hands and seals, all on this the 20 day of May, 1941.

L. J. Gebhard (SEAL)
Tabby Gebhard (SEAL)

STATE OF ALABAMA,)
JEFFERSON COUNTY.)

I, the undersigned authority, in and for said County, in said State, hereby certify that L. J. Gebhard and wife, Tabby Gebhard 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 the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 20 day of May, 1941.

Lillian Hadnot
Notary Public.

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The undersigned beneficiaries under the trust agreement above referred to (except A. C. Montgomery) do hereby assent to and approve the sale of the interest of L. J. Gebhard, as a beneficiary under said trust agreement, to the said A. C. Montgomery.

Dated this May 20th ,1941.

Elizabeth D. Ard

Witness:

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

11/15/62
RECORDED & \$1.00 MTG. TAX
BY \$1.00 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Joubert
JUDGE OF PROBATE

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