

5747

THIS AGREEMENT, by and between Bessie Mussey  
(hereinafter referred to as "Seller") and Fred A. Carnell  
(hereinafter referred to as "Purchaser"),

W I T N E S S E T H:

WHEREAS, Seller has this day conveyed to Purchaser  
the following described property situated in Shelby County,  
Alabama, to-wit:

Commence at a point on the southerly line of  
Cahaba Valley Road (also known as Montevallo-Ashville  
Road) where the west line of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of  
Section 28, Township 19 South, Range 2 West, intersects  
the southerly line of Cahaba Valley Road, thence in a  
northeasterly direction along the southerly line of  
Cahaba Valley Road a distance of 222.53 feet, more or  
less, to the point of a curve having a radius of  
5727.78 feet and subtending a total central angle of  
11° 36', run thence along the arc of said curve 54.98  
feet to the point of beginning of said tract of land  
herein described; thence turn an angle to the right of  
95° 28' and proceed in a southeasterly direction  
311.16 feet to a point; thence turn an angle to the  
left of 91° 52' and proceed in a northeasterly direc-  
tion a distance of 436.23 feet to a point; thence turn  
an angle of 89° 30' to the left and proceed in a  
northwesterly direction 321.90 feet to a point in the  
southerly line of Cahaba Valley Road; thence proceed  
in a southwesterly direction along the said south.  
line of Cahaba Valley Road a distance of 429.17 feet  
to the point of beginning;

and

WHEREAS, as part of the consideration for the purchase  
of said property Purchaser made certain agreements with  
respect thereto; and

WHEREAS, it is the desire of the parties to evidence  
such agreements in writing;

NOW, THEREFORE, in consideration of the premises  
and as part and parcel of the transaction resulting in the  
conveyance of the property above described by Seller to Pur-  
chaser, it is agreed as follows:

(1) Seller shall have the right to occupy as living quarters for herself alone, and free of any rent, the one building located on the east boundary of the property described above, with the understanding that the Purchaser has no obligation to make alterations or repairs to said building or sewer system, or to reconstruct the same in the event they are damaged or destroyed by fire or other casualty. Purchaser shall have the right, however, at his option to enter the said property at reasonable times and make whatever repairs he deems necessary to preserve the property. Seller agrees to such limitation of use for the protection of Purchaser with the understanding that Purchaser will be reasonable at all times in the enforcement of the provisions having to do with Seller's living alone, and without limitation of her right to occupy the premises. Seller shall have the right to use water from the water system presently on the premises without cost to her, but shall be responsible for all other utilities used by her.

(2) Seller further reserves the right to house, free of any rent, her servant Lula and the husband of said servant, in the building located on the premises and known as the "servant house," during the time Seller has the right to occupy the house hereinabove mentioned. Purchaser shall be under no obligation to make alterations or repairs to said servant's building or sewer system, or to replace the same if they are damaged or destroyed by fire or other casualty, but Purchaser may enter upon said property at his option, however, and make whatever repairs he deems necessary to preserve the property.

The rights of Seller outlined in the preceding two paragraphs shall automatically terminate upon the happening of the first of either of the following events: ~~xxxxxx~~



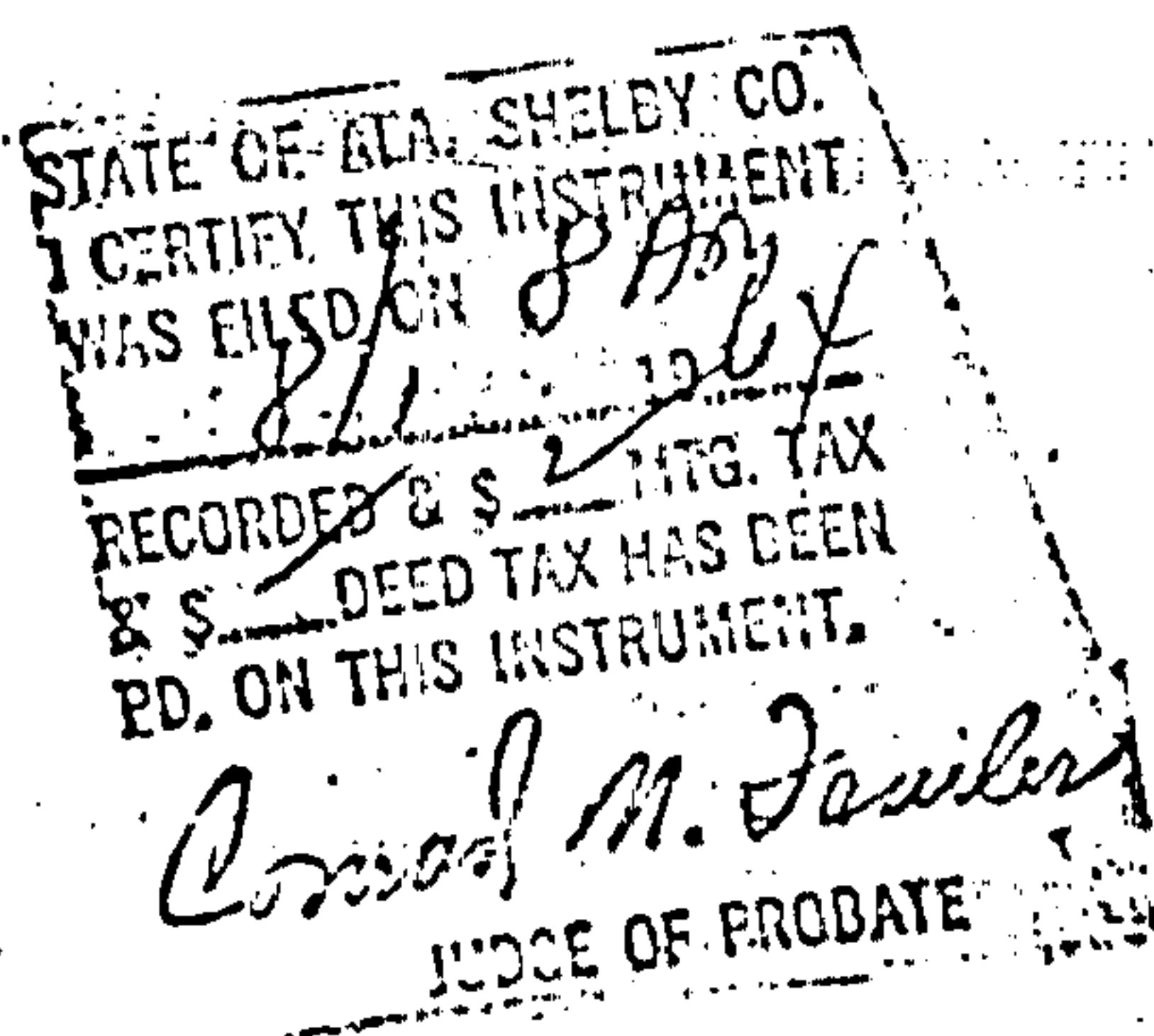
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B.M.

~~xxxxxx~~

the death of Seller, or the lapse of ten (10) years after  
the date of this agreement.

IN WITNESS WHEREOF Purchaser and Seller have  
hereunto set their hands and seals on this the 18 day of  
October, 1962.



Fred A. Carnell (L.S.)  
Purchaser

Bessie Mussey (L.S.)  
Seller

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority in and for said County, in said State, hereby certify that Fred A. Carnell; whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 18 day of October, 1962.

Georgia E. Seal  
Notary Public

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority in and for said County, in said State, hereby certify that Bessie Mussey, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 18 day of October, 1962.

Georgia E. Seal  
Notary Public