

THE STATE OF ALABAMA,

Shelby

County

C. R. Parcel 1744

KNOW ALL MEN BY THESE PRESENTS, That We, William Lee Shrader and wife Betty

Patterson Shrader and Vonzelle Shrader, a widow.

(hereinafter sometimes called the grantors), for and in consideration of the sum of Fifty and no/100 * * * *

* * * * * (\$50.00) Dollars

to them in hand paid by Alabama Power Company, a Corporation

(hereinafter sometimes called the Grantee) the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do hereby grant, bargain, sell and convey unto the said Grantee the following described real estate, together with the interests, easements and rights hereinafter mentioned; the lands herein conveyed being situated

in the County of Shelby and State of Alabama, and are described as follows:

All that part of the lands hereinafter described which would either be covered with or which either alone or together with other lands would be entirely surrounded by waters of the Coosa River or its tributaries should such river or its tributaries be raised and backed up to that certain datum plane of 397 feet above mean sea level as established by the United States Coast and Geodetic Survey as adjusted in January, 1955.

The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$) all in Section 20, Township 24 North, Range 15 East, Shelby County, Alabama, together with the right of ingress and egress thereto.

This conveyance is subject to the land interests and land rights heretofore acquired in the above described lands by the grantor.

It is the intention of the Grantor(s) and the purpose of this deed to include in the description of the land interests and land rights herein conveyed all of the lands owned by them or in which they have an interest in the aforementioned Section(s), Township(s) and Range(s) whether correctly described herein or not.

There is excepted from this conveyance and reserved to the Grantors all of the merchantable timber on said lands, including the right to cut and remove the same until June 28, 1966. The Grantors reserves the right to convey said timber to others together with the right to cut and remove same. Any merchantable timber remaining on the above described lands after June 28, 1966 shall become the property of the Grantee.

The Grantors agree to execute such deeds receipts or other instruments as the Company may deem necessary to convey good and merchantable title, and they hereby constitute and appoint Vonzelle Shrader of 4255 North Jackson Street, Birmingham, Alabama, as their agent and attorney in fact to receive the initial payment and the further sum of money due under the terms of this instrument which may be paid by checks or drafts of the Company and such Attorney in fact is authorized to execute such deeds, receipts or other instruments as the Company may deem necessary in order to convey good and merchantable title to said land and to extend the time of said payment of further sum of money due hereunder if more time is needed by said Company to acquire good title to said lands.



The above described lands containing in all 4 acres, more or less

BOOK 237 PAGE 738

TO HAVE AND TO HOLD to the said Grantee with all the rights and appurtenances thereunto belonging, forever. And the grantors covenant with the said Grantee, that they are lawfully seized in fee of the aforegranted premises; that the said premises contain the number of acres hereinabove mentioned; that they are free from all encumbrance; that they have a good right to sell and convey the same to the said Grantee, and that they will warrant and defend the said premises to the said Grantee forever, against the lawful claims and demands of all persons.

But this conveyance is made upon the following condition subsequent, that is to say: Unless the said Grantee, pays or tenders or causes to be paid or tendered to the grantors, on or

before the 30th day of June, 1966 at the office of the Grantee in Birmingham, Alabama, the further sum of Three Hundred and no/100 * *

(\$300.00) Dollars,

for the fee simple title to the lands hereby conveyed, and at the same rate for any interest therein less than the fee simple, or for any less number of acres than that stated above, then this conveyance and the title hereby conveyed shall be null and void, and the consideration presently paid shall be forfeited to the grantors; but there shall be no obligation upon the said Grantee to pay or tender the said sum of money.

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

The Grantors further agree to cure defects in the fee simple title to the land herein conveyed, if any there be, and if they fail to do so within the time during which the said Grantee may pay or tender said sum of money, then the time within which said money may be paid or tendered shall be extended for thirty days after such defects are cured.

It is further agreed that the Grantors shall assess for and pay the taxes on said land until said sum of money is fully paid, but the said Grantee may without binding himself hereunder, at any time within said period enter upon said lands and make a survey and examination thereof without liability for damages in so doing.

Where the word Grantee or Grantor is used herein it shall include Grantee's or Grantor's heirs, executors, administrators, successors or assigns, as the case may be.

It is understood and agreed that the consideration shown in this instrument is based on there being approximately 4 acres or land in the lake area lying on and below said datum plane of 397 feet above the mean sea level heretofore mentioned. In the event an appreciable different amount of acreage is described herein, (as much as one acre more or less) an adjustment will be made on the same basis per acre as the original appraisal of the Grantee of the acreage it estimates is contained in the lands herein conveyed.

IN WITNESS WHEREOF, We have hereunto set our hand and seal this the 16th day of August in the year of our Lord One Thousand and Nine Hundred Eighty Six

Signed, Sealed and Delivered in Presence of:

William L. Shaden (L. S.)
Betty Peterson Shaden (L. S.)
Vernell Starnes (L. S.)
(L. S.)
(L. S.)
(L. S.)
(L. S.)

THE STATE OF ALABAMA

County

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as President of _____, a corporation, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 19_____

Notary Public

800 2:37 PM 739

THE STATE OF ALABAMA,

Madison County

I, Dorothy J. Davis a Notary Public

in and for said County, in said State, do hereby certify that William Lee Shrader and wife Betty Shrader

whose name 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 16th day of August, 1965

Dorothy J. Davis

NOTARY PUBLIC, STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES JAN 5, 1967

THE STATE OF ALABAMA,

Shelby County

I, Elmer Traylar a NOTARY PUBLIC STATE AT LARGE

in and for said County, in said State, do hereby certify that Vergille Shrader a widow

whose name 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 20th day of August, 1965

Elmer Traylar

NOTARY PUBLIC STATE AT LARGE

THE STATE OF ALABAMA,

County

I, _____ a _____ in and for said County, in said State, do hereby certify that _____

whose name _____ signed to the foregoing Conveyance, and who _____ known to me, acknowledged before me on this day, that, being informed of the contents of the Conveyance _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this _____ day of _____, 19____

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED CH 9/12
RECORDED 9/12
& \$ 50

CLERK OF PROBATE

THE STATE OF ALABAMA,

County

I, _____, a Notary Public in and for said County in said State, hereby certify that _____ whose name as _____

(of _____, a corporation as _____

of _____) 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 said conveyance, he, (in his capacity as

such _____, executed the same voluntarily on the day the same bears date) (as such

officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity

as _____ as aforesaid).

Given under my hand this the _____ day of _____, 19____

237 740
BOOK