

507

Jurat # 192-6+2

THE STATE OF ALABAMA,

C. R. Parcel 1805

Shelby County

KNOW ALL MEN BY THESE PRESENTS, That We, J. N. Merrell, a widower, T. E. Merrell  
and wife Lucille Merrell, John Z. Merrell, a single man, Leona M. Weldon and  
husband T. A. Weldon, H. M. Merrell and wife Bernice Merrell, James S. Merrell  
and wife (Mrs.) Lora Jean Merrell, (Mrs.) Ethel Jones and husband Vernon Jones

(herein sometimes called Grantors), for and in consideration of One Hundred Seventy  
Five and no/100 Dollars, (\$175<sup>00</sup>),  
 to them in hand paid by Alabama Power Company, a corporation (herein sometimes called Grantee), the receipt of which is hereby  
 acknowledged, hereby grant, bargain, sell and convey unto Alabama Power Company the lands located in

Shelby County, Alabama, which are described on the attached sheet marked Exhibit A, which  
 is hereby made a part hereof.

Whereas, Grantee contemplates the construction of dams across the Coosa River either upstream or downstream from  
 said lands or both upstream and downstream from said lands for the manufacture of electricity, which said dams and the  
 pools of water created thereby are likely to cause the lands herein conveyed or a portion thereof to be flooded or covered  
 with water at intervals or continuously and may result in other consequential or incidental damages; Now, therefore, for  
 the consideration recited above Grantors further grant, bargain, sell and convey unto Grantee the right to construct, main-  
 tain, and operate such dams for the manufacture of electricity, and the consideration paid pursuant to the terms of this  
 instrument includes and is accepted in full compensation for all consequences arising therefrom, to Grantors, their heirs and  
 assigns, and to their remaining and adjoining lands, as well as from the operation of the power plant or plants of Grantee,  
 provided, however, this clause shall not be deemed to grant unto Grantee the right to flood any of such remaining and  
 adjoining lands other than as a result of wave action.

TO HAVE AND TO HOLD to Alabama Power Company, its successors and assigns, forever.

And Grantors covenant with Grantee, its successors and assigns, that Grantors are lawfully seized in fee of the lands herein-

above described; that such lands are free from all encumbrances except the lien for ad valorem taxes due October 1, 1965; +1966  
 that Grantors have a good right to sell and convey the lands herein granted to Grantee, its successors and assigns, and that Grantors  
 and their successors and assigns will warrant and defend such lands to Grantee, its successors and assigns, forever, against the  
 lawful claims and demands of all persons.

But this conveyance is made upon the condition subsequent that Grantee pay or tender or cause to be paid or tendered to

Grantors or any of them or to their personal representative or, at the option of Grantee, to

First National Bank, of Columbiana Alabama, for the account of

Grantors or any of them or their personal representative, on or before the 8th day of October, 1966

the further sum of nine Hundred Forty Five & no/100 Dollars (\$945<sup>00</sup>),  
 for the fee simple title, satisfactory to Grantee's attorneys, to the lands hereby conveyed and at the same rate for any proportionate  
 interest less than the entire fee simple title. For the purpose of adjustments in such further sum because of less than the entire fee

simple title being conveyed, the purchase price of the lands conveyed is considered to be \$ 1120<sup>00</sup>. In the event  
 such condition subsequent is not satisfied, this conveyance and the title, rights and interests herein conveyed shall be null and void,  
 and the consideration presently paid shall be forfeited to Grantors; but, there shall be no obligation upon Grantee or its successors  
 or assigns to pay or tender such sum of money.

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

Grantors further covenant to remove defects in the fee simple title to the lands herein conveyed, if any there be, and if they

fail to do so on or before the 8th day of October, 1966, then the time within which  
 such sum of money may be paid or tendered shall be extended at the option of Grantee until thirty days after such defects are  
 removed.

While it is the intent of Grantors to convey unto Grantee by this instrument the lands, rights, interests and easements  
 hereinabove described, subject to such condition subsequent, it is understood between Grantors and Grantee that Grantee  
 does not desire exclusive possession of the lands herein conveyed immediately, that Grantors may retain possession of such

land and that Grantors shall assess for and pay the taxes on such lands until the 1st day of July, 1966  
 or until such further sum of money is paid or tendered as provided herein, whichever occurs last; but Grantee may at any  
 time within such period, enter upon such lands and make topographical and geological surveys and examinations thereof and  
 conduct clearing operations thereon without liability for damages in so doing.

Reference to Grantors shall include Grantors' heirs, executors, administrators and assigns, and reference to Grantee shall in-  
 clude its successors and assigns.





IN WITNESS WHEREOF, WE have hereunto set our hands and seals, this the 8th day of Oct., 1965.

~~RIGHT TO COPY FOR PRIVATE USE ONLY~~

<u>James S. Merrell</u>	<u>L.S.</u>	<u>J. W. Merrell</u>	<u>L.S.</u>
<u>Mrs. Lora Jean Merrell</u>	<u>L.S.</u>	<u>T. E. Merrell</u>	<u>L.S.</u>
<u>Mrs. Ethel Jones</u>	<u>L.S.</u>	<u>Lucille Merrell</u>	<u>L.S.</u>
<u>Vernon Jones</u>	<u>L.S.</u>	<u>John Z. Merrell</u>	<u>L.S.</u>
		<u>Leona M. Weldon</u>	<u>L.S.</u>
		<u>T. A. Weldon</u>	<u>L.S.</u>
		<u>H. M. Merrell</u>	<u>L.S.</u>
		<u>Bernice Merrell</u>	<u>L.S.</u>

STATE OF ALABAMA

Shelby County

I, A. B. Burdick, Notary Public - State at Large

In and for said County, in said State, do hereby certify that J. N. Merrell, a widower; T. E. Merrell and wife Lucille Merrell; John Z. Merrell, a single man; Leona M. Weldon and husband T. A. Weldon; H. M. Merrell and wife Bernice Merrell.

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 8th day of October, 1965.

A. B. Burdick  
Notary Public - State at Large

STATE OF ALABAMA

Shelby County

I, A. B. Burdick, Notary Public - State at Large

In and for said County, in said State, do hereby certify that James S. Merrell and wife (Mrs.) Lora Jean Merrell, (Mrs.) Ethel Jones and husband, Vernon Jones

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 12th day of October, 1965.

A. B. Burdick  
Notary Public - State at Large

## EXHIBIT "A"

TRACT #192-1 &amp; 2

STATE OF ALA. SHELBY CO.  
 I CERTIFY THIS INSTRUMENT  
 WAS FILED ON 10/22/61  
 RECORDED & SEC. TAX  
 & \$1.50 TAX HAS BEEN  
 PD. ON THIS INSTRUMENT.

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.

A parcel of land in the Southeast Quarter of Southeast Quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section 2, Township 24 North, Range 15 East, Shelby County, Alabama, more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter of Southeast Quarter of said Section 2; thence East along the South line of said quarter-quarter section 1043.5 feet, more or less, to the Southwest corner of the Bethlehem Baptist Church property; thence North along the West line of said Church property and the extension thereof 626.1 feet; thence West parallel with the South line of said quarter-quarter section 1043.5 feet to the West line of said quarter-quarter section; thence South along the West line of said quarter-quarter section 626.1 feet to the point of beginning.

Also the Northeast Quarter of Southwest Quarter (NE $\frac{1}{4}$  of SW $\frac{1}{4}$ ) and the North 15 acres of the Southeast Quarter of Southwest Quarter (SE $\frac{1}{4}$  of SW $\frac{1}{4}$ ) of Section 1, Township 24 North, Range 15 East, Shelby County, Alabama, less and except seven lots or parcels of land heretofore conveyed by the heirs of Richmond Merrell, deceased, as evidenced and described in the following deeds:

Exception 1, Deed to Ethel Jones and husband Vernon Jones dated November 16, 1961 and recorded in Deed Book 218 at page 423 in the Office of the Judge of Probate of Shelby County, Alabama.

Exception 2, Deed to James S. Merrell and wife Lora Jean Merrell dated November 16, 1961, Deed Book 218 at page 453, in said Probate Office.

Exception 3, Deed to Leona Weldon and husband T. A. Weldon dated November 16, 1961, Deed Book 218 at page 455, in said Probate Office.

Exception 4, Deed to Jessie N. Merrell, a widower, dated November 16, 1961, Deed Book 218 at page 308, in said Probate Office.

Exception 5, Deed to J. Z. Merrell, a single man dated November 16, 1961, Deed Book 218 at page 503, in said Probate Office.

Exception 6, Deed to Thomas E. Merrell and wife Lucille Merrell dated November 16, 1961, Deed Book 218 at page 298, in said Probate Office.

Exception 7, Deed to H. M. Merrell and wife Bernice Merrell dated November 16, 1961, Deed Book 218 at page 300, in said Probate Office.

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

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.

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 H. M. Merrell, Shelby, 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.

Grantors reserve the right of ingress and egress over the lands herein conveyed for the purpose of access to the pools of water described above.

Grantors reserve the right to construct and maintain boat houses, boat docks and piers over and upon the land herein conveyed provided the same does not interfere with the operation of grantee's present or future Lay Dam facilities.

Grantors reserve until May 1, 1966 the right to cut and remove the merchantable timber from said land, it being understood that after such date grantors' right, title and interest to any part of such timber not removed shall become vested in grantee.

J. Z. Merrell, Jr. & family  
 Mrs. Ethel Jones  
 Leona M. Weldon

James S. Merrell  
 BOOK 238 PAGE 508