

THE STATE OF ALABAMA,

C. R. Parcel 1910

Shelby County

KNOW ALL MEN BY THESE PRESENTS, That We, Margie McDaniel, a widow; Alonzo M. Schrader and wife Lilla Schrader; Vonzelle Shrader, a widow; Louannnie S. Bridges and husband C. W. Bridgen; Clemmie Leo S. Martin and husband C. L. Martin; Nina S. Compton and husband J. V. Compton; Claude J. Schrader and wife Thelma Lee Schrader.

(herein sometimes called Grantors), for and in consideration of One Thousand and no/100 \* \* \* \* \* Dollars, (\$ 1,000.00 ), 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, maintain, 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, 19 66 ; 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.

~~That 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

Bank, of for the account of

Grantors or any of them or their personal representative, on or before the day of 19

the further sum of Dollars (\$ ), 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 \$ . 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 day of 19 , 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 day of 19 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 include its successors and assigns.

*Margie McDaniel*  
*Alonzo M. Schrader*  
*Lilla Schrader*  
*Vonzelle Shrader*  
*Louannnie S. Bridges*  
*C. W. Bridgen*  
*Clemmie Leo S. Martin*  
*Nina S. Compton*  
*J. V. Compton*  
*Claude J. Schrader*  
*Thelma Lee Schrader*

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IN WITNESS WHEREOF, We have hereunto set our hands and seals, this the 29 day of June, 1965.

Signed, Sealed and Delivered in the Presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Margie McDaniel L.S.  
Alonzo M. Schrader L.S.  
Lilla Schrader L.S.  
Vonzelle Schrader L.S.  
Louannie S. Bridges L.S.  
C. W. Bridges L.S.  
Clayton Lee Martin L.S.  
Ed. Martin L.S.  
Nina S. Compton L.S.  
J. V. Compton L.S.  
Clara J. Schrader L.S.  
Thelma Lee Schrader L.S.



STATE OF ALABAMA

Shelby County

County

J. R. McKinney

NOTARY PUBLIC STATE AT LARGE

in and for said County, in said State, do hereby certify that MARGIE McDANIEL, A widow,  
ALONZO M. SCHRADER AND WIFE LILLA SCHRADER

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 1 day of FEBRUARY, 1966

J. R. McKinney

NOTARY PUBLIC STATE AT LARGE

STATE OF ALABAMA

Jefferson County

County

J. R. McKinney

NOTARY PUBLIC STATE AT LARGE

in and for said County, in said State, do hereby certify that Vonzelle Schrader, A  
Widow, Louannie S. Bridges AND Husband  
C. W. Bridges

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 2 day of FEBRUARY, 1966

J. R. McKinney

NOTARY PUBLIC STATE AT LARGE

EXHIBIT "A"

TRACT # 86

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:

All that part of the North Half of Northeast Quarter (N $\frac{1}{2}$  of NE $\frac{1}{4}$ ) of Section 29, Township 24 North, Range 15 East, that lies North of Waxahatchee Creek, 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 grantee. The consideration of this instrument does not include payment for any island which may be described herein.

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.

Margie McDaniel

Alvin M. Schrader

Lilla Schrader

Vernelle Schrader

Louannic S. Bridges

C.W. Bridges

G. S. Martin

Armin Lee S. Martin

Mina S. Compton

J. V. Compton

Island Schrader

Thelma Lee Schrader



## STATE OF ALABAMA

St. Clair County

I, J. R. McKinney

NOTARY PUBLIC STATE AT LARGE

in and for said County, in said State, do hereby certify that Clemmie Lee S. Martin  
And Husband G. L. Martin

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 4 day of FEBRUARY, 1966

J. R. McKinney

NOTARY PUBLIC STATE AT LARGE

## STATE OF ALABAMA

Jefferson County

I, J. R. McKinney

NOTARY PUBLIC STATE AT LARGE

in and for said County, in said State, do hereby certify that NINA S. Compton And  
Husband J. V. Compton

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 7 day of FEBRUARY, 1966

J. R. McKinney

NOTARY PUBLIC STATE AT LARGE

## STATE OF ALABAMA

Shelby County

I, J. R. McKinney

NOTARY PUBLIC STATE AT LARGE

in and for said County, in said State, do hereby certify that CLAUDE J. Schradar And wife  
Helma Lee Schradar

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 9 day of FEBRUARY, 1966

J. R. McKinney

NOTARY PUBLIC STATE AT LARGE

## STATE OF ALABAMA

County

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby  
 certify that \_\_\_\_\_ whose name as \_\_\_\_\_  
 (a \_\_\_\_\_ 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 as the act of said corporation, acting in its capacity  
 as \_\_\_\_\_ as aforesaid).

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

STATE OF ALA. SHELBY CO.  
 I CERTIFY THIS INSTRUMENT  
 WAS FILED ON 3-1-66  
 RECORDED 3-1-66  
 PD. CH. T. 3-1-66  
 JUDGE OF PROBATE

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