

THE STATE OF ALABAMA,

SHELBY

County

Know All Men by These Presents,

That for and in consideration of Sixteen Thousand Five Hundred Thirteen and
20/100 (\$16,513.20) Dollars and other valuable considerations to-wit:

to the undersigned grantor Coy M. Cooper, as Trustee under trust deed dated January
15, 1963, recorded in the Probate Office of Shelby County, Alabama
in Volume 226, page 473

in hand paid by Bishop Creek Park, Inc., a corporation,

the receipt whereof is acknowledged the said grantor does

do grant, bargain, sell and convey unto the said Bishop Creek Park, Inc.

the following described real estate, ~~to-wit:~~ in Shelby County, Alabama, to-wit:
 All that part of the NW $\frac{1}{4}$ of Section 12, Township 20, South, Range 3 West
 that lies east of the center line of Cahaba Valley Creek (Bishop Creek) and
 west of the center line of old Birmingham-Montgomery Highway, except 11 acres
 evenly off the south side thereof, and except a strip of land 30' wide
 evenly off the east side of that part of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of said Section 12
 conveyed hereby lying south of dirt road and north of above excepted 11
 acres, and abutting the center line of old Birmingham-Montgomery Highway,
 containing $\frac{1}{2}$ acre, more or less.
 Also all that part of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 12, Township 20 South,
 Range 3 West that lies west of the center line of the old Birmingham-
 Montgomery Highway, containing in all 46.37 acres, more or less.

The grantee herein assumes and agrees to pay the current year's taxes
 due October 1, 1966.

This conveyance is made subject to any existing public utility easement
 across said land, if any.

The grantee herein as part of the consideration hereof agrees that it will
 not at any time pollute or allow to be polluted from the above described
 lands said stream known as Cahaba Valley Creek (Bishop Creek).

The present dirt road between the bridge and said old highway may be used
 until such time as the grantee shall select a different route for said
 road across the above described lands, at which time either the grantor
 or grantee may lay out and improve, or have the county improve the new
 route for said road designated by the grantee, its successors and assigns.
 Said restriction and road reservation shall run with the land.

Grantor reserves a right of way 40 feet wide for a public road running
 from and across said creek at the bridge crossing same, to the present
 gate leading into and across said old Birmingham-Montgomery Highway.

Situated in ----- County, Alabama

This deed is executed by the undersigned trustee by virtue of power
 and authority vested in him under trust agreement dated January 15,
 1963 executed by K. E. Cooper and wife to Coy M. Cooper, as Trustee,
 as shown by deed recorded in the Probate Office of Shelby County,
 Alabama in deed book 226 at page 473.

See Indemnity Agreement Misc Bk 35 pg. 729

TO HAVE AND TO HOLD, TO THE SAID Bishop Creek Park, Inc., its successors

~~Heirs and assigns forever.~~

And ~~do, for~~ ~~heirs, executors and administrators,~~
the undersigned does for himself as trustee and any successor trustee
covenant with the said Bishop Creek Park, Inc., its successors

~~Leases and Assigns, that~~ the undersigned trustee is ~~lawfully seized in fee simple of said~~
except as above set forth
premises; that they are free from all encumbrances/and that the undersigned as trustee has

~~have~~ a good right to sell and convey the same as aforesaid; that the undersigned as trustee and ~~will,~~
his successors in trust will

~~and~~ ~~heirs, executors and administrators shall, warrant and defend the same to the said~~

Bishop Creek Park, Inc., its successors

~~Heirs and Assigns forever, against the lawful claims of all persons.~~

As a part of the consideration hereof the grantee herein has contemporaneously
herewith executed and delivered to the grantor herein 5 purchase money notes
and mortgage for the balance of the purchase price, viz: \$38,530.80, payable
with 6% per annum interest, in 5 annual installments as follows:
Note for \$10,018 due March 7, 1967; note for \$9,555.64 due March 7, 1968;
note for \$9,093.27 due March 7, 1969; note for \$8,630.90 due March 7, 1970
and note for \$8,168.53 due March 7, 1971.

IN WITNESS WHEREOF, the ~~have hereunto set~~ ~~hand and seal~~, this
undersigned as trustee has hereunto set his hand and seal on this
7th day of March February, 1966.

WITNESSES:

Con M. Cooper (SEAL)
As such Trustee (SEAL)
(SEAL)
(SEAL)



THE STATE OF ALABAMA,

JEFFERSON

County

J. N. Holt

a Notary Public in and for said County, in said State, hereby
certify that Coy M. Cooper as Trustee under trust deed dated January 15, 1963 is
whose name /- signed to the foregoing conveyance, and who is known to me,
acknowledged before me on this day, that, being informed of the contents of this conveyance, he, in
his capacity as such trustee
/executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 7th day of February March A. D. 1966

Notary Public

THE STATE OF ALABAMA,

County

a in and for said County, in said State, hereby
certify that, a subscribing witness
to the foregoing conveyance, known to me, appeared before me this day, and, being duly sworn, stated
that, the Grantor
voluntarily executed the same in presence, and in the presence of the other subscribing witness, on the
day the same bears date; that attested the same in the presence of the Grantor, and of the
other witness, and that such other witness subscribed name as a witness in presence.

Given under my hand, this day of A. D. 19

THE STATE OF ALABAMA,

County

a in and for said County, in said State, hereby
certify that on the day of 19, came before me the
within named known to me (or made known to me),
to be the wife of the within named
who, being examined separate and apart from the husband, touching her signature to the within
acknowledged that she signed the same of her own
free will and accord, without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand, this day of A. D. 19

The undersigned beneficiaries of the above mentioned trust hereby
consent and agree to the within sale and conveyance.

March
Dated this February 7, 1966.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 2/12/66
RECORDED & \$17.00 TAX
& \$17.00 HAS BEEN
PD. ON THIS INSTRUMENT.

Charles M. Decker
JUDGE OF PROBATE

Marion

Kenneth M. Cooper

Elaine

Elaine Cooper Fletcher

Coy

Coy M. Cooper

Contoy

Lin Contoy Cooper