

LAN 1169

1178
C.R. 1852-1

THE STATE OF ALABAMA,

Shelby County

KNOW ALL MEN BY THESE PRESENTS, That we, Leroy W. Hollis and wife Billie Randolph Hollis

(herein sometimes called Grantors), for and in consideration of Three Thousand Six Hundred and no/100

***** Dollars, (\$ 3,600.00),
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, 1967; 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

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.

March 1, 1967
Grantors reserve(s) until the right to remove the following structures or improvements from such land, it being understood that after said date all the right, title and interest of grantor(s) in any part of such structures or improvements which have not been removed from said land shall become vested in the grantee

One Cottage containing approximately 600 square feet

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IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the 9th day of Nov., 1966.

Signed, Sealed and Delivered in the Presence of:

_____	<u>Leroy W. Harris</u>	L.S.
_____	<u>Billie Randolph Hollis</u>	L.S.
_____	_____	L.S.
_____	_____	L.S.
_____	_____	L.S.
_____	_____	L.S.
_____	_____	L.S.
_____	_____	L.S.
_____	_____	L.S.

STATE OF ALABAMA
SHELBY County }

I, _____, Notary Public - State at Large

in and for said County, in said State, do hereby certify that Leroy W. Hollis and wife Billie Randolph Hollis

whose names and 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 9th day of November, 1966

Walter B. Smith
Notary Public - State at Large

STATE OF ALABAMA
_____ County }

I, _____

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 _____, 1966

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EXHIBIT "A"

TRACT # 113

All that part of the lands hereinafter described which would be covered with 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 tract or parcel of land in the South Half of the Southwest Quarter ($S\frac{1}{2}$ of $SW\frac{1}{4}$) of Section 1, Township 24 North, Range 15 East, more particularly described as follows:

Commence at the Southwest corner of said Section 1, thence Northeastwardly along a road as follows:

North 75 degrees 45 minutes East a distance of 391.7 feet to a point; thence North 30 degrees 15 minutes East a distance of 198.3 feet to a point; thence North 59 degrees 15 minutes East for a distance of 197.5 feet to a point; thence North 38 degrees 06 minutes East a distance of 290.7 feet to a point, thence North 42 degrees 34 minutes East a distance of 25 feet to a point, thence North 88 degrees 58 minutes East a distance of 186 feet to a point, thence North 83 degrees 33 minutes East a distance of 200.4 feet to a point, thence North 76 degrees 54 minutes East a distance of 100 feet to a point, thence North 83 degrees 58 minutes East a distance of 100 feet to a point which is the point of beginning. Beginning at the point of beginning, thence North 83 degrees 29 minutes East a distance of 100 feet to a point, thence North 2 degrees 14 minutes West a distance of 102.7 feet to a point, thence South 75 degrees 17 minutes West a distance of 100 feet to a point, thence South 0 degrees 21 minutes East a distance of 85.3 feet to the point of beginning.

Further, this deed is executed for the following purposes: (1) To correctly describe the lands intended to be conveyed by conditional deed executed by the grantors herein dated the 22nd day of November, 1965, recorded in the Probate Records of Shelby County, Alabama, in Deed Book 239, at page 385, (2) To convey title and to consummate the transaction initiated thereby, and (3) To serve as a receipt for the further payment of the sum provided for in the aforesaid conditional deed.

Leroy H. Allen
Bueland Randolph Hall

STATE OF ALA., SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON *11-21* 19*66*

RECORDED & ☒ MTG TAX

\$ ☒ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE