

Lawyers Title Insurance Corporation

BIRMINGHAM, ALABAMA

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS.

That in consideration of **FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS**

to the undersigned grantor, **Merchants & Planters Bank, a Banking** corporation,
(herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto

Edward D. Mixon and wife, Eloise C. Mixon

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, **an undivided one-half interest in** situated in **Shelby County, Alabama, to-wit:**

Part of Lots 18 and 19 according to the Original Plan of the Town of Montevallo, Alabama, more particularly described as follows:
Commence at the Southernmost corner of Lot 18 according to said Original Plan of the Town of Montevallo, and run thence Northeasterly along the Northwest boundary of Main Street a distance of 53 feet to the point of beginning; thence continue Northeasterly along said boundary of Main Street 24 feet; thence turn an angle of 90 deg. to the left and run thence Northwesterly 100 feet to a point; thence turn an angle of 90 deg. to the left and run a distance of 24 feet to a point; thence turn an angle of 90 deg. left and run thence Southeasterly 100 feet to point of beginning.

GRANTEES covenant that from and after the execution of this agreement that they will not at any time for a period of five years from the date hereof, either alone, or jointly with, or as agent for, or employed of any person or persons, firms, or corporations, either directly or indirectly, set up, exercise, conduct, or be engaged, employed, or interested in or carry on in the City of Montevallo, Alabama, any occupation, interests, or privileges similar to or of the same nature as the business, occupation, interests and privileges now being exercised by grantor, nor do anything to the prejudice thereof.

It is expressly understood that the stipulations aforesaid are to apply to and bind the heirs, executors and administrators of grantee, and shall further be a covenant which shall bind, during said five year term, any occupant of said property.

TO HAVE AND TO HOLD, To the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion. And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumbrances,

that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by its President, **James A. Kelly** who is authorized to execute this conveyance, has hereto set its signature and seal, this the 3rd day of October, 1967.

ATTEST:

MERCHANTS & PLANTERS BANK,

[Signature]
Secretary

By: *[Signature]* President

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned

State, hereby certify that **James A. Kelly** whose name as President of **Merchants & Planters Bank** a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, and who is informed of the contents of the conveyance, he, as such officer and with full authority, executed the same as the act of said corporation.

(Given under my hand and official seal, this the 3rd day of October, 1967.)

a Notary Public in and for the State of Alabama

REC. OF U.C. FILE NO. 10-10-67
1967 OCT 10-9
INSTRUMENT NO. 10-10-67
FILED
STATE OF ALA. SHED BY CL.
I CERTIFY THIS IS
A TRUE AND CORRECT
COPY OF THE ORIGINAL
FILED
1967 OCT 10-9
10-10-67

[Signature]
Notary Public

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