

3753

STATE OF ALABAMA, )  
SHELBY COUNTY. )

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of Two Thousand Five Hundred and no/100 (\$2500.00) Dollars to Edna Wald and Mildred Wald, each of whom is unmarried, by James L. Brownlee, III and Gordon Morrow, as partners doing business as Brownlee-Morrow Engineering Company (hereinafter called "grantees"), the receipt whereof is hereby acknowledged, and in further consideration of the execution by said grantees of a purchase money mortgage securing deferred balance of purchase price; we, the said Edna Wald and Mildred Wald do hereby grant, bargain, sell and convey unto grantees aforesaid the following described real estate situated in Shelby County, Alabama, viz.:

That part of Northwest Quarter of Southeast Quarter (NW $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section 36, Township 18 South of Range 2 West more particularly described as follows:

Begin at southwest corner of said NW $\frac{1}{4}$  of SE $\frac{1}{4}$  and run thence northerly along west line of said NW $\frac{1}{4}$  of SE $\frac{1}{4}$  a distance of one thousand one hundred sixty-eight and 86/100 (1168.86) feet to point on southwesterly right of way line of Old Alabama Highway No. 280, thence turn angle of 119° 08' to the right and run in a southeasterly direction along said right of way line a distance of five hundred sixty-nine and 7/100 (569.07) feet; thence turn angle of 90° to the right and run in a southwesterly direction a distance of one thousand twenty-one (1021) feet to point of beginning; containing 6.6691 acres, more or less.

Minerals and mining rights are excepted and said property is subject to easement for transmission line of Alabama Power Company as described in Deed Book 109, page 59, in office of Probate Judge of Shelby County, Alabama, and lien of ad valorem taxes for current tax year and zoning laws and regulations, if any, affecting same.

TO HAVE AND TO HOLD unto said grantees, their heirs and assigns, forever.



Grantees, as part of consideration for this conveyance, do for themselves and for their heirs and assigns covenant with the undersigned grantors, their heirs and assigns, that no part of the tract of land hereby conveyed shall, during period of thirty (30) years from the date hereof, be used for a gasoline filling station, a restaurant or the sale of meals to the public.

And we do, for ourselves and for our heirs, executors and administrators, covenant with the said grantees, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances except as hereinabove stated and that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same against the lawful claims of all persons forever, except as hereinabove stated.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20th day of August, 1969.

Edna Wald (SEAL)

Mildred Wald (SEAL)

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, Douglas P. Wingo, a Notary Public in and for said County, in said State, hereby certify that Edna Wald, unmarried, and Mildred Wald, unmarried, 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 20th day of August, 1969.

Douglas P. Wingo  
Notary Public

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1969 AUG 22 PM 8:39  
U.C. FILE NUMBER OR  
EC. BK. NO. AS SHOWN ABOVE  
JUDGE OF PROBATE

BOOK 259 PAGE 166

