

This instrument was prepared by James L. Permutt, of the firm of Sirote, Permutt, Friend & Friedman, First Federal Building, Birmingham, Alabama 35203.

10818

STATE OF ALABAMA)

SHELBY COUNTY)

19720802000037920 1/4 \$.00
Shelby Cnty Judge of Probate, AL
08/02/1972 12:00:00 AM FILED/CERT

D E E D

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One Hundred Thousand (\$100,000.00) Dollars cash and the execution of a purchase money mortgage in the amount of One Hundred Sixty Thousand (\$160,000.00) covering the unpaid balance of purchase price, to the undersigned grantor, Cosby-Hodges Milling Company, a Delaware 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 James J. Hicks and Joan L. Hicks (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, the following described real estate, situated in Shelby County, Alabama:

East one-half of SE-1/4 Section 18, Township 19, South, Range 2 East.

The East one-half of NE-1/4 Section 19, Township 19, South, Range 2 East.

West one-half of NW-1/4 Section 20, Township 19, South, Range 2 East.

NW-1/4 of SW-1/4 Section 20, Township 19 South, Range 2 East.

All land North of Gallups Crossroads in the North one-half of the NE-1/4 of the SW-1/4 Section 20, Township 19 South, Range 2 East, except six (6) acres in East side and except land South of Road leading from Gallups Crossroads into NW-1/4 of SW-1/4 Section 20, Township 19 South, Range 2 East, Ten (10) acres, more or less.

East one-half of SE-1/4 Section 19, Township 19 South, Range 2 East.

East one-half of the NE-1/4 Section 30, Township 19 South, Range 2 East.

Fifteen (15) acres, more or less, on the West side of the SW-1/4 of NW-1/4 Section 29, Township 19 South, Range 2 East, described as follows:

From the Northwest corner of the SW-1/4 of NW-1/4 Section 29, Township 19 South, Range 2 East, run East for a distance of 393.8 feet along Northern

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boundary line of said 1/4-1/4. Then turn right on an angle of 90°0' to the Southern boundary of said 1/4-1/4. Thence run West along the Southern boundary of said 1/4-1/4 for a distance of 393.8 feet. Then turn North along the Western boundary line of said 1/4-1/4 to point of beginning. NW-1/4 of SW-1/4 Section 29, Township 19 South, Range 2 East, South of Alabama Highway #91 (and/or U. S. Highway #280).

All that part of the West one-half of the SW-1/4 of NW-1/4 Section 29, Township 19, Range 2 East, lying South of Florida Short Route.

NE-1/4 of SE-1/4 Section 30, Township 19 South, Range 2 East.

SE-1/4 of SE-1/4 Section 30, Township 19 South, Range 2 East, situated North of Old Harpersville-Westover road.

Also:

The West quarter (W-1/4) of the Southwest quarter (SW-1/4) of the Southwest quarter (SW-1/4) of Section 20, Township 19, Range 2 East, Shelby County, Alabama.

This conveyance is made subject to:

1. Taxes due in the year 1972, a lien but not yet payable.
2. Easements to Alabama Power Co. in Volume 160, page 422, Volume 172, page 188, Volume 172, page 214, Vol. 129, page 319, Vol. 142, page 324, Vol. 129, page 149, Vol. 107, page 230, Vol. 107, page 231, Vol. 142, page 331, Vol. 160, page 422, Vol. 172, page 214, and Vol. 172, page 188, in said probate office.
3. Right of way in favor of Shelby County, Alabama, in Volume 95, page 528, Vol. 104, page 446, and Vol. 170, page 18, in said Probate office.
4. Easement to Colonial Pipeline Company, in Vol. 220, page 929, in said Probate office.
5. Transmission line permit to Alabama Power Company recorded in Deed Book 129, page 170, in said Probate Office.

This conveyance is further subject to all easements to Alabama Power Company and other utility companies; all easements to Shelby County, Alabama; all easements to Colonial Pipe Line Company; and any and all other easements, roadways, rights-of-way, or other instrument pertaining to the use and occupancy of the real property described hereinabove which are filed for record in the Office of the Judge of Probate of Shelby County. This conveyance is further subject to deficiency in quantity of land, boundary line disputes or any matters not of record which would be disclosed by an accurate survey and inspection of the premises. This conveyance is further subject to the agreement contained in that certain instrument executed on May 16, 1969, between Grantor herein and Howard Payton, copy of which is attached hereto as Exhibit "A" and made a part hereof as though fully set out herein.

This conveyance is further subject to:

6. Less and except any part of subject property now a part of a roadway.
7. Easements to Alabama Power Company recorded in said Probate Office in Deed Book 232, page 356; in Deed Book 248, page 333.
8. Easement to Sou. Bell Telephone & Telegraph Co. recorded in said Probate Office in Deed Book 250, page 336.
9. Rights of any parties other than Grantor herein who are in possession of any part of the above-described property, and with respect to said property Grantor excludes the same from the within warranties and

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only remises and quit claims to Grantees all of its right, title and interest therein.

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 it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, 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, C. L. Alsbrooks, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 1st day of August, 1972.

COSBY-HODGES MILLING COMPANY, a Delaware corporation

Attest:

By

Claude L. Alsbrooks Jr.
Its President

C. L. Alsbrooks Jr.
Secretary

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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a notary public in and for said County in said State, hereby certify that C. L. Alsbrooks, whose name as President of Cosby-Hodges Milling Company, a corporation, 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 1st day of August, 1972.

James T. Permyth
Notary Public
State of Alabama at Large

COSBY-HODGES MILLING CO.

BIRMINGHAM, ALABAMA



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Shelby Cnty Judge of Probate, AL
08/02/1972 12:00:00 AM FILED/CERT

May 14, 1969

Mr. Howard Payton
Box 55
Harpersville, Alabama

Mr. Payton, this is with reference to our visit and discussion concerning the boundary line between your property and the property owned by Cosby-Hodges Milling Company. From this discussion we agreed that a line along the existing fence running north and south and now used to separate your property from the property owned by Cosby-Hodges Milling Company is the boundary line separating these properties.

(This line was surveyed and established by a previous owner of your property and he and I also agreed on this property line); that you will extend this fence in a straight line in a northerly direction approximately 46 feet to intersect the northern boundary of your property as established by your recent survey; that you will also build a fence along your northern boundary that will restrain cattle.

John P. Weeks
Vice President

I have read the above statement and it is our agreement.

Howard Payton

Date 5-16-1969.

HOWARD V. PAYTON, JR.
P. O. BOX 55
HARPERSVILLE, ALA 35078

EXHIBIT "A"

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STATE OF ALA. SHELBY CO.
JUDGE OF PROBATE
RECEIVED
1972 AUG -2 PM 10:50
U.S.C. FILE NUMBER 19
BOOK PAGE AS SHOWN ABOVE
Camel M. A. Jones
Judge of Probate