

6109

This Agreement made and entered into by and between Alabama Property Company (hereinafter called Grantee) and Etta Boles, an unmarried woman, (hereinafter called Grantor);

19730605000031330 1/4 \$.00
Shelby Cnty Judge of Probate, AL
06/05/1973 12:00:00 AM FILED/CERT

W I T N E S S E T H:

For and in consideration of the conveyance of certain property to Grantee by Grantor, a copy of the deed conveying the same being attached hereto and made a part hereof as Exhibit "A", Grantee will pay to Grantor the sum of Ninety-two Thousand Two Hundred Fifty and No/100 Dollars (\$92,250.00) plus interest at the rate of six percent (6%) per annum to be payable in ten (10) annual principal payments in the amount of \$9,225.00 each, plus accrued interest on the unpaid balance at said rate of six percent (6%) per annum, with the first payment being due and payable January 15, 1974, and subsequent payments being due and payable on the 15th day of January of each succeeding year until the balance due is paid in full.

Grantor shall have the option, at any time after two years from the date hereof, to declare the entire unpaid balance hereunder due and payable by giving Grantee sixty (60) days written notice at its principal office in Birmingham, Alabama. Grantee agrees to pay to grantor such entire unpaid balance within sixty (60) days after receiving such notice.

Grantor warrants that the property conveyed by the instrument attached hereto as Exhibit "A" has been conveyed to Grantee free and clear of all liens and encumbrances, and further warrants that the obligation of Grantee hereunder shall not constitute a lien or encumbrance on said property.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals, this the 5th day of June, 1973.

ATTEST:

ALABAMA PROPERTY COMPANY

[Signature]
Secretary

By [Signature]
Its President

Witness

[Signature] L.S.

Witness

APPROVED AS TO FORM { MARTIN, BALCH, BINCHAM, HAWTHORNE & WILLIAMS
APPROVED AS TO TERMS AND DESCRIPTION { By [Signature]
MOR. LAND DEPT.

See Release Note Book 38 Page 753 (12-18-80)
BOOK 280 PAGE 609

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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
:
COUNTY OF)

I, L. E. Parker, a Notary Public in and for said
County in said State, do hereby certify that Etta Boles, an unmarried woman,
whose name is signed to the foregoing instrument, and who is known to me,
acknowledged before me on this day, that, being informed of the contents of
the instrument, has executed the same voluntarily on the day the same
bears date.

Given under my hand and official seal, this 5th day of
June, 1973.

L. E. Parker
Notary Public

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, Wm. J. Cochran, a Notary Public in and for said
County in said State, hereby certify that Joseph M. Farley, whose name as
President of Alabama Property Company, a corporation, is signed to the
foregoing instrument, and who is known to me, acknowledged before me on
this day that, being informed of the contents of the instrument, 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 4th day
of June, 1973.

Wm. J. Cochran
Notary Public

EXHIBIT "A"

PREPARED BY L. E. PARKER
ALA. POWER CO.
BIRMINGHAM, ALA.

STATE OF ALABAMA)
:
SHELBY COUNTY)


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Shelby Cnty Judge of Probate, AL
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KNOW ALL MEN BY THESE PRESENTS, That Etta Boles, an unmarried woman, (hereinafter called the grantor), for and in consideration of the sum of One Hundred Twenty-two Thousand Two Hundred Fifty and No/100 Dollars (\$122,250.00) to her in hand paid by the Alabama Property Company, a corporation, the receipt whereof is hereby acknowledged, she has granted, bargained and sold and by these presents does hereby grant, bargain, sell and convey unto the said Alabama Property Company, (hereinafter called the Company,) its successors and assigns, the following-described real estate situated in the County of Shelby and State of Alabama, and described as follows:

The southwest quarter of northeast quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) and all that part of the northwest quarter of southeast quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$) that lies east of Interstate Highway right of way in Section 32, Township 21 south, Range 2 west, Shelby County, Alabama, situated in Shelby County, Alabama, and being more particularly described as follows:

Begin at the northwest corner of the southwest quarter of northeast quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 32, Township 21 south, Range 2 west and run south 88 degrees 14 minutes 42 seconds east a distance of 1341.58 feet to a point; thence turn an angle to the right and run south 00 degrees 15 minutes 34 seconds east a distance of 2688.26 feet to a point; thence turn an angle to the right and run north 88 degrees 21 minutes 33 seconds west a distance of 1110.99 feet to a point on the east right of way boundary line of Interstate Highway #65; thence turn an angle to the right and run north 24 degrees 08 minutes 13 seconds west along the east right of way boundary line of said highway a distance of 424.30 feet to a point; thence turn an angle to the right and run north 00 degrees 13 minutes 01 second west a distance of 2179.99 feet to the point of beginning.

Containing 81.50 acres.

TO HAVE AND TO HOLD to the said Company, its successors and assigns, with all the rights and appurtenances thereunto belonging, forever.

And the grantor covenants with the said Company, its successors and assigns, that she is lawfully seized in fee of the aforegranted premises; that the said premises contain the number of acres hereinabove mentioned; that they are free from all encumbrances; that she has a good right to sell and convey the same to the said Company, its successors and assigns, and that she will warrant and defend the said premises to the said Company, its successors and assigns, forever, against the lawful claims and demands of all persons.

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Reference to the said Company shall include its successors and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 5th day of June, in the year of our Lord One Thousand Nine Hundred Seventy-three.

Etta Boles
Etta Boles

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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
SHELBY COUNTY)

I, L. E. Parker, a Notary Public in and for said County in said State, hereby certify that Etta Boles whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the 5th day of June, 1973.

L. E. Parker
Notary Public

U.C.C. FILE NUMBER OR
REC. NO. & PAGE AS SHOWN ABOVE
Consolidated
NOT RECORDED

SHIRLEY A. SHELBY CO.
CLERK
THIS
INSTRUMENT WAS FILED
1973 JUN 5 PM 1:15

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