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THIS DEED, Made this 14th day of November, A. D., 1975, between SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, herein-after called "Grantor"; WILLIAM L. COLE and EUGENE BRIDGERS, JR., mailing address P. O. Box 30140, 3200 Fifth Avenue South, Birmingham, Alabama, 35222, hereinafter called "Grantee"; and UNITED STATES TRUST COMPANY OF NEW YORK, Corporate Trustee under the First (formerly General) Mortgage dated March 1, 1950, made by the former Atlantic Coast Line Railroad Company, to which Seaboard Coast Line Railroad Company is successor by merger, hereinafter called "Trustee";

(Wherever used herein, the terms "Grantor" and "Grantee" shall be construed in the singular or plural as the context may require or admit and shall include the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations.)

WITNESSETH: That Grantor, for and in consideration of the sum of Twenty Seven Thousand Five Hundred Dollars (\$27,500.00) to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto Grantee, that certain tract or parcel of land situate, lying and being at Pelham, County of Shelby, State of Alabama, and described as follows, to wit:

Commence at the northwest corner of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, for the point of beginning; thence run in an easterly direction along the north line of said section for a distance of 337 feet; thence angle to the right 64° 33' for a distance of 40 feet; thence angle to the right 80° 30' for a distance of 243.6 feet; thence angle to the left 83° 35' 22" for a distance of 308.39 feet; thence angle to the right 71° 29' 53" for a distance of 173.17 feet; thence angle to the right 109° 45' 29" for a distance of 643.38 feet; thence angle right 117° 17' for a distance of 111.70 feet to point of beginning; said property containing 2.75 acres, more or less, and being shown on print dated April 12, 1975, prepared by Charles A. Browne, which print is attached hereto and made a part hereof.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD said premises unto Grantee in fee simple forever; SUBJECT, However, to reservations, conditions, restrictions and easements of record.

Except as to the matters referred to in the preceding paragraph, Grantor hereby binds itself that the premises are free from encumbrances, that it is seized of said premises in fee and that it will fully warrant and forever defend all and singular said premises unto Grantee against Grantor and all other persons lawfully claiming or to claim the same or any part thereof.

THIS DEED FURTHER WITNESSETH: That Grantor, for and in consideration of the sum of One Thousand Six Hundred Dollars (\$1,600.00) to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto Grantee, all the estate, right, title, lien, equity, interest, claim and demand which Grantor has in and to that certain strip or parcel of land situate, lying and being at Pelham, County of Shelby, State of Alabama, and described as follows, to wit:



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April 12, 1975

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See Sub agree Mtg BK 351 Page 116 12-17-75  
BOOK 295 PAGE 824  
See release Nine Bk 17 Page 669 12-9-76

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Beginning at the northwestern corner of the tract of land described herein; running thence westwardly along a prolongation of the northern boundary of said tract of land, 33.76 feet to a point 50 feet northeastwardly, measured at right angles, from the center line of Grantor's main track; thence southeastwardly, along an angle of  $117^{\circ} 17'$  and parallel to said center line, 238.75 feet; thence northeastwardly, along an angle to the left of  $90^{\circ}$ , 30 feet to a point on the southwestern boundary of said tract of land; thence northwestwardly, along an angle to the left of  $90^{\circ}$ , 223.38 feet, being along a portion of the southwestern boundary of said tract of land, to the point of beginning; containing 0.16 of an acre, more or less, and being shown on said print attached hereto and made a part hereof.

TO HAVE AND TO HOLD all the estate, right, title, lien, interest and claim whatsoever of Grantor, either in law or equity, together with all and singular the appurtenances thereto belonging or in anywise appertaining, to the proper use, benefit and behoof of Grantee forever.

Grantee hereby agrees, as a part of the consideration of this conveyance, to construct within one year from December 8<sup>th</sup> 1975, on the land hereby conveyed, the following:

a wholesale lumber business operation

and further agrees that, if said construction shall not have been completed within said period of time (which said period of time shall be extended by any acts of God, strikes or force majeure), Grantor shall have the right and option to repurchase the property hereby conveyed, provided notice of intention to do so is given within ninety (90) days after the expiration of said period of time, and upon receipt of notice from Grantor of its intention to exercise the right and option, Grantee further agrees to reconvey promptly the hereinabove described land to Grantor in fee simple, free and clear of all liens and encumbrances to which said property may have become subject since its acquisition by Grantee, in which event Grantor, simultaneously with the execution and delivery to it of the deed of reconveyance, shall pay to Grantee the amount of the purchase price hereof without interest.

Grantee, by acceptance of this deed, hereby agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building codes, subdivision covenants and restrictions, an adequate roof and surface drainage system from the land hereinabove conveyed to the nearest drainage or storm sewer system in order to prevent the discharging of roof, surface and other drainage waters upon the right of way or lands and other facilities or properties of Grantor. The covenant of Grantee to construct and maintain such a drainage system shall be construed as a perpetual covenant running with the land hereinabove conveyed, and shall be binding upon Grantee or anyone claiming title to or holding said property through Grantee.

The property hereinabove conveyed is subject to the lien of the First (formerly General) Mortgage made by the former Atlantic Coast Line Railroad Company, dated as of March 1, 1950, as supplemented and modified, under which mortgage United States Trust Company of New York is Corporate Trustee, and Trustee joins herein for the purpose of releasing and does hereby release the property hereinabove conveyed from the lien of said mortgage pursuant to the provisions of Section 6.01 of Article Six thereof.

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The recitals of fact made herein are to be taken only as recitals made by Grantor and not by Trustee.

IN WITNESS WHEREOF Grantor and Trustee have caused these presents to be duly signed and sealed, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

SEABOARD COAST LINE RAILROAD COMPANY

Ronald N. Grove

By J. B. Clark  
J. B. CLARK Vice President

Ronald N. Grove

Attest: H. W. Martens  
H. W. Martens Assistant Secretary

Signed, sealed and delivered  
in the presence of:

UNITED STATES TRUST COMPANY OF NEW YORK,  
as Corporate Trustee as aforesaid.

Emmy M. M. M.

By Irene B. Asocca  
ASST - Vice President

Raymond P. P.

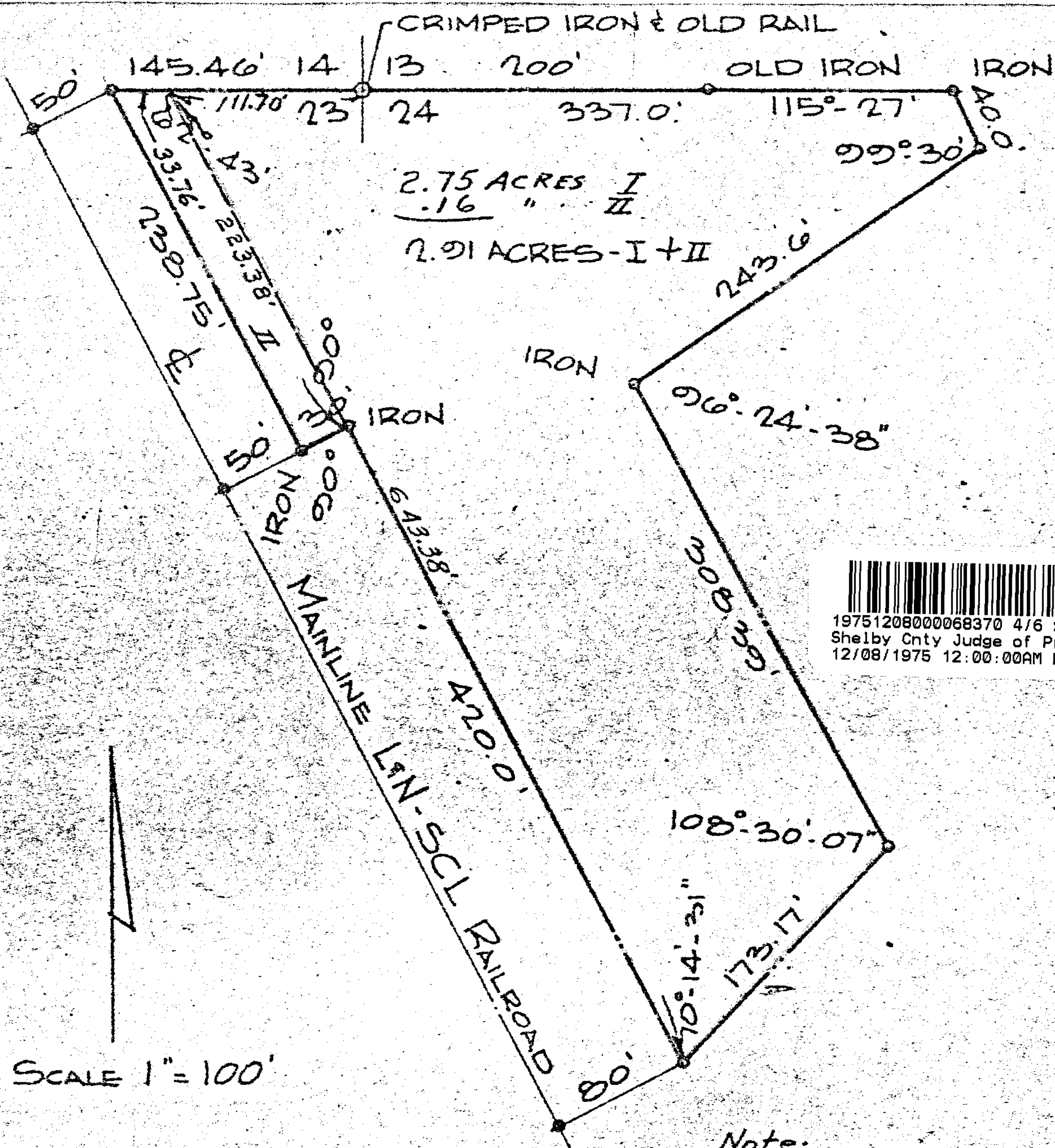
Attest: G. B. B.  
Assistant Secretary

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SCALE 1" = 100'

Note:  
Dimensions and Acreage  
For Tract II Added By  
Div. Eng. Atlanta, Ga

STATE OF ALABAMA

SHELBY COUNTY

I, Charles A. Browne, a Registered Land Surveyor in the State of Alabama, do hereby certify that the foregoing is a true and correct map or plat of the following described property; commence at the northwest corner of Section 24 Township 20 South, Range 3 west, Shelby County, Alabama, for the point of beginning; thence run in an easterly direction along the north line of said section for a distance of 337 feet; thence angle to the right 64 degrees 33 minutes for a distance of 40 feet; thence angle to the right 89 degrees 30 minutes for a distance of 243.6 feet; thence angle to the left 83 degrees 35 minutes 22 seconds for a distance of 308.39 feet; thence angle to the right 71 degrees 29 minutes 53 seconds for a distance of 173.17 feet; thence angle to the right 109 degrees 45 minutes 29 seconds for a distance of 420.0 feet; thence angle to the left 90 degrees for a distance of 30 feet; thence angle to the right 90 degrees 00 minutes for a distance of 238.75 feet; thence angle right 117 degrees 17 minutes for a distance of 145.46 feet to point of beginning; said property containing 2.91 acres more or less.

*Charles A. Browne*

Charles A. Browne, Registration No. 10083

April 12, 1975

DEA 6442-6

## ALABAMA FORM

STATE OF FLORIDACOUNTY OF DUVAL

I, J. A. SUTTON, a Notary Public in and for said County and State, hereby certify that J. B. Clark, and H. W. Martens whose names as Vice President and Assistant Secretary, respectively, of SEABOARD COAST LINE RAILROAD COMPANY, a corporation, are signed to the foregoing instrument, and who are known to me, severally acknowledged before me this day that, being informed of the contents of the instrument, they as such officers and with full authority executed the same voluntarily for and as the act of the said corporation.

Given under my hand and official seal this 17th day of November, 19 75.

J. A. Sutton

Notary Public.

My commission expires on the 3rd day of October, 19 79.

Notary Public, State of Florida at Large  
My Commission Expires Oct. 3, 1979  
Bonded by American Fire & Casualty Co.



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BOOK 295 PAGE

## ALABAMA FORM

STATE OF NEW YORKCOUNTY OF NEW YORK

I, JAMES E. LOGAN, a Notary Public in and for said County and State, hereby certify that I. R. Scocca, and G. BOSWELL, whose names as ASST- Vice President and Assistant Secretary, respectively, of UNITED STATES TRUST COMPANY OF NEW YORK, a corporation, are signed to the foregoing instrument, and who are known to me, severally acknowledged before me this day that, being informed of the contents of the instrument, they as such officers and with full authority executed the same voluntarily for and as the act of the said corporation.

Given under my hand and official seal this 19 day of November 19 75.

James E. Logan  
Notary Public.

My commission expires on the 30th day of MARCH, 19 77.

JAMES E. LOGAN  
Notary Public, State of New York  
No. 24-2393228  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires March 30, 1977

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JUDGE OF PROBATE

*Conrad M. J. ...*

*Deed Book 29.58*

1975 DEC -8 PM 3:33

INSTRUMENT WAS FILED

STATE OF ALA. SHELBY CO.

I CERTIFY THIS

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