

3944

19771103000118400 1/13 \$.00
Shelby Cnty Judge of Probate, AL
11/03/1977 12:00:00AM FILED/CERT

TRUSTEE'S DEED

WITNESSETH THAT,

Woodward W. Brown Jr.
225 - 11th Street S.W.
[REDACTED] Atlanta, Ga.

seeking to enjoin the envoking of certain default provisions in a certain lease-sale contract between the aforesaid bankrupts and Roy Partridge and wife, Ruby Partridge, involving the land subject of this indenture, and

WHEREAS, on, to-wit, August 8, 1977 the party of the first part, the parties of the second part and Roy Partridge and wife, Ruby Partridge, resolved by agreement matters in controversy between them, including matters raised by party of the first part and the aforesaid adversary proceedings; which said agreement provides, in part, that Roy Partridge and wife, Ruby Partridge, in consideration of payment to them by the party of the first part of the sum of Two Thousand Two Hundred Twenty Eight and No/100ths Dollars shall convey to party of the first part by full warranty deed, the property more particularly hereafter described and for the party of the first part to execute and deliver to the parties of the second part a conveyance of all the right, title and interest of the party of the first part in and to the real estate more particularly described hereafter, and,

WHEREAS, said agreement was ratified by said Bankruptcy Court, and,

WHEREAS, the aforesaid agreement between party of the first part and Roy Partridge and wife, Ruby Partridge, has been fully performed and the conveyance of the said Roy Partridge and wife, Ruby Partridge, to party of the first part having been delivered simultaneously herewith, properly executed by them,

NOW THEREFORE, the party of the first part, Milton G. Garrett, as Trustee in Bankruptcy of the Estates of Robert Leslie Taylor, Jr. and wife, Pamela A. Taylor, bankrupts, in consideration of the power and authority vested in him as aforesaid, and the further sum of Six Thousand Five Hundred Seventy Three and 45/100ths (\$6,573.45) Dollars to him paid by the parties of the second part, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant, bargain, sell and convey all of his right, title

19771103000118400 2/13 \$.00
Shelby Cnty Judge of Probate, AL
11/03/1977 12:00:00AM FILED/CERT

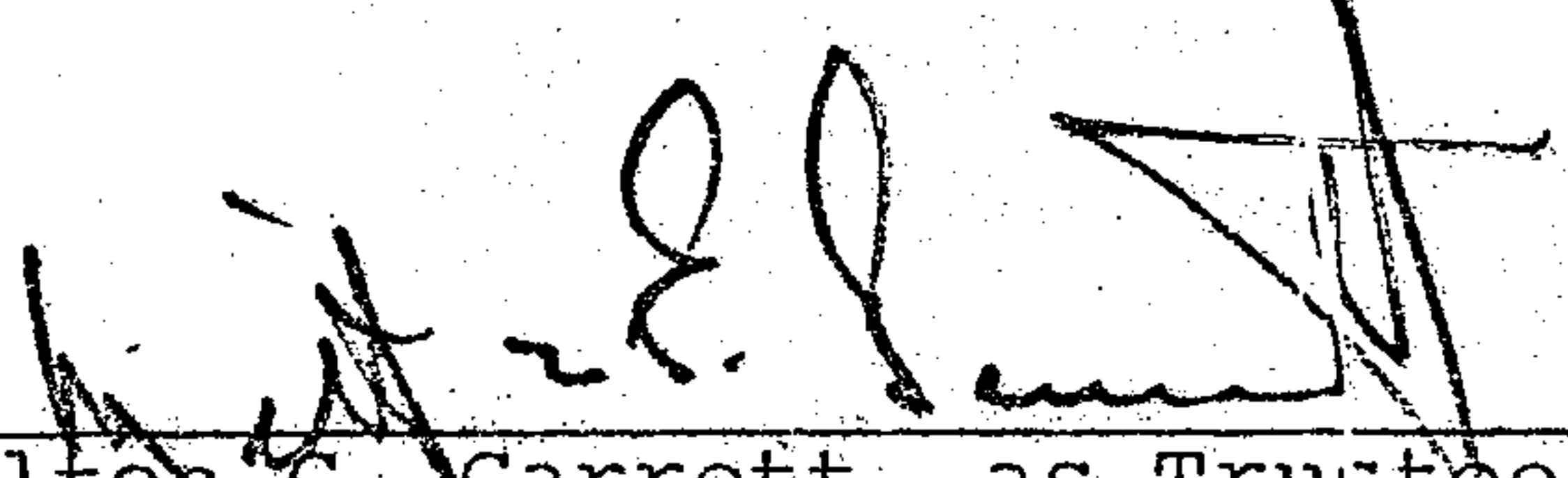
BOOK 308 PAGE 727

and interest held by him as Trustee free and clear of all liens which are subject to the jurisdiction of the aforesaid Court of Bankruptcy and to the parties of the second part, their successors and assigns forever, in and to the following described real estate, situated in Shelby County, Alabama, to-wit:

That certain real property which is more particularly described on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD to the said Woodrow W. Brown, Jr. and wife, Carolyn J. Brown, 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.

IN WITNESS WHEREOF, party of the first part has hereunto set his hand and seal this the 24th day of OCTOBER, 1977.

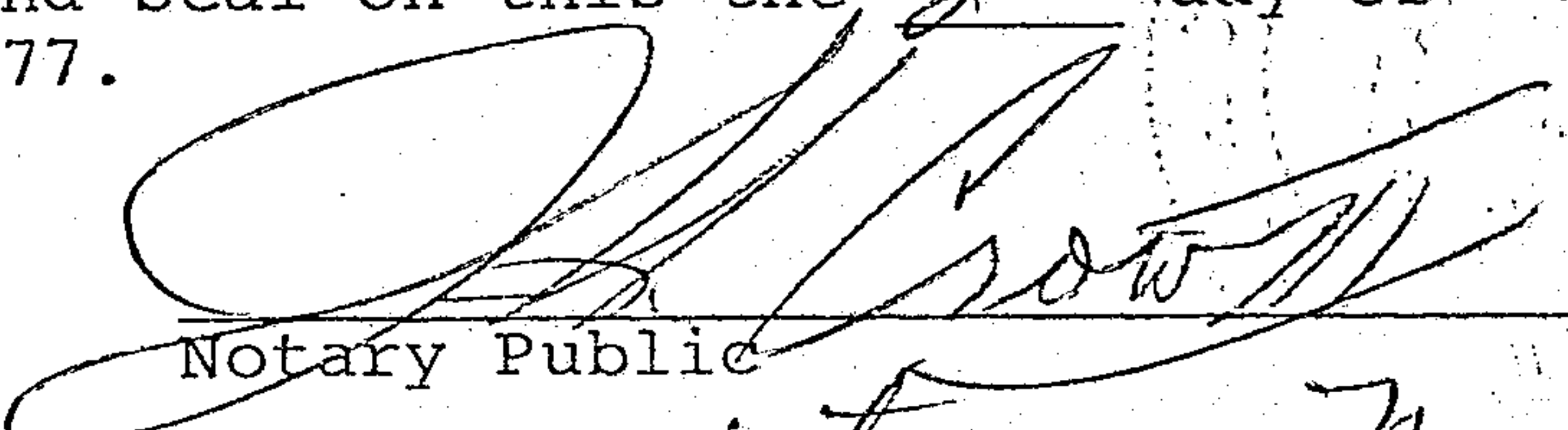

Milton G. Garrett, as Trustee in Bankruptcy of the Bankrupt Estates of Robert Leslie Taylor, Jr. and wife, Pamela A. Taylor

STATE OF ALABAMA

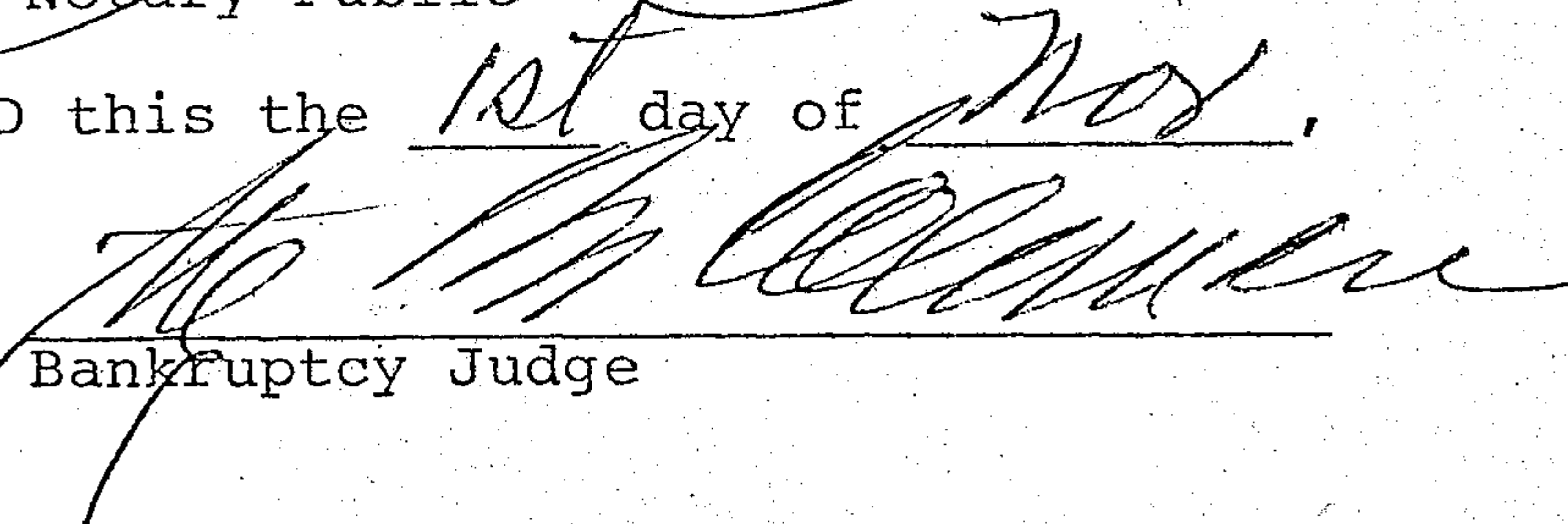
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Milton G. Garrett, whose name as Trustee in Bankruptcy of the Bankrupt Estate of Robert Leslie Taylor, Jr. and wife, Pamela A. Taylor, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he in his capacity as such Trustee, executed the same voluntarily on the date the same bears date.

Given under my hand and seal on this the 24th day of November, 1977.


Notary Public

APPROVED, RATIFIED AND CONFIRMED this the 1st day of Nov., 1977.


Bankruptcy Judge


19771103000118400 3/13 \$.00
Shelby Cnty Judge of Probate, AL
11/03/1977 12:00:00AM FILED/CERT

BOOK 308 PAGE 728

EXHIBIT "A"

Part of the NE 1/4 of SW 1/4 of Section 6, Township 18 South, Range 2 East, situated in Shelby County, Alabama, and being more particularly described as follows:

Commence at the SE corner of the NE 1/4 of SW 1/4 of Section 6, Township 18 South, Range 2 East and run West along the south line of said 1/4-1/4 section for a distance of 210 feet to the point of beginning; thence continue West along same course for a distance of 210 feet; thence turn 106 degrees 45 minutes to the right and run northeasterly for a distance of 210 feet to a point; thence turn 73 degrees 15 minutes to the right and run East and parallel to south line of said 1/4-1/4 section for a distance of 210 feet to a point; thence turn 106 degrees 45 minutes to the right and run southwesterly for a distance of 210 feet to the point of beginning. Containing 1 acre more or less.

SUBJECT TO THE FOLLOWING:

1. Advalorem taxes for the year 1978, which said taxes are not due or payable until October 1, 1978. (Beat 15-#1002280)
2. Any and all rights of way and easements whether recorded or unrecorded which may be across subject property.
3. Rights, if any, of persons claiming adversely as to that part of subject property which lies South and West of road running through said property.

19771103000118400 4/13 \$.00
Shelby Cnty Judge of Probate, AL
11/03/1977 12:00:00AM FILED/CERT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

IN THE MATTER OF: §
Robert Leslie Taylor, Jr. § Bankruptcy No. 77-01825
Pamela Ann Taylor § Bankruptcy No. 77-01826
Bankrupt §

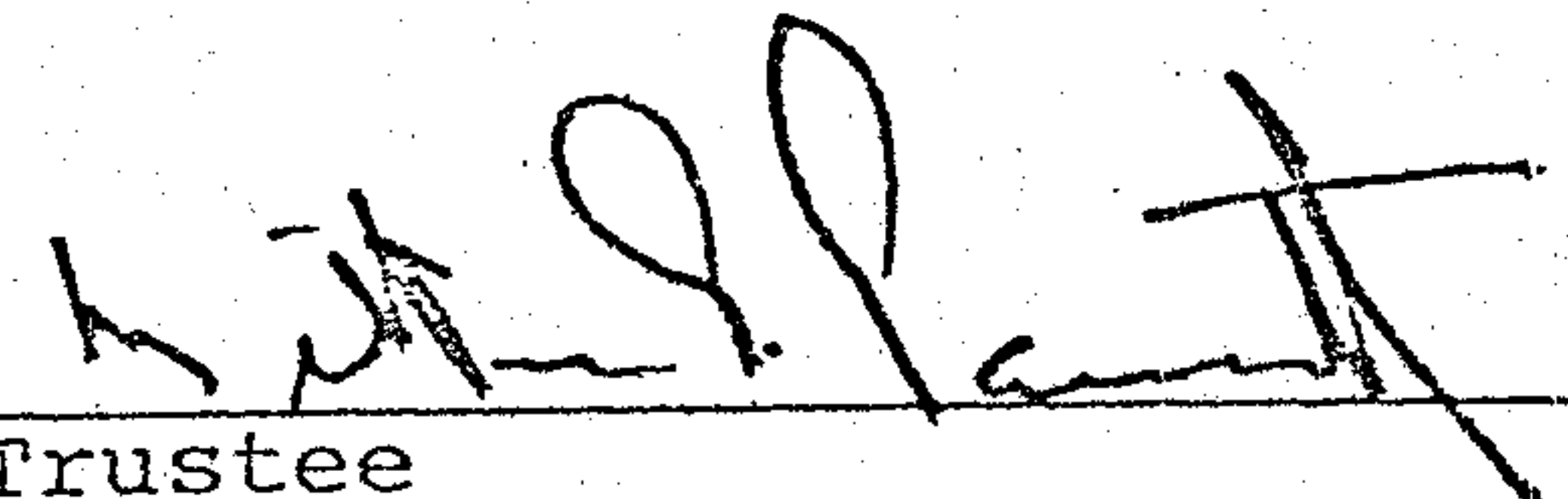
P E T I T I O N

Comes now the Trustee in the above styled proceedings and Petitions this Court to authorize the conveyance of Trustee's interest in certain property located in Shelby County, Alabama, more particularly described in Exhibit "A" attached hereto unto Woodrow W. Brown, Jr. and wife, Carolyn J. Brown for and in consideration of the sum of \$6,573.45 and as grounds said petition would show into the Court as follows:

1. A certain adversary proceeding was filed by the Trustee in the above styled bankruptcy seeking to enjoin the envoking of certain default provisions in a certain lease-sale contract between the aforesaid bankrupts and Roy Partridge and wife, Ruby Partridge, involvin the real property located in Shelby County, Alabama, and whereas Woodrow W. Brown, Jr. and wife, Carolyn J. Brown, were purchasing said real property by lease-sale contract from the bankrupt at the time of the filing of the petition for bankruptcy. On August 8, 1977 the Trustee; Roy Partridge and wife, Ruby Partridge, represented by the Honorable William B. Hairston, Jr., and Woodrow W. Brown, Jr. and wife, Carolyn J. Brown, represented by Honorable Dan Rogers reached an agreement settling matters in controversy between them concerning division of the proceeds of certain homeowners insurance settlement, the balance due under the various lease-sale contracts and the conveyancing of said real property. Said settlement agreement was presented to this Court and approved by this Court on August 8, 1977 and provided that

BOOK 308 PAGE 730

from the sum of \$12,584.00 in hands of the Trustee which constituted the proceeds of homeowners insurance upon a dwelling located upon said real property which had been destroyed by fire, the Trustee was to pay unto Roy Partridge and wife, Ruby Partridge, \$2,228.00 which represented the balance due from the bankrupts under a lease-sale contract between the said Partridges and the bankrupts, was to pay the sum of \$6,010.55 unto Woodrow W. Brown, Jr. and wife, Carolyn J. Brown, and was to retain the sum of \$4,345.45 from the aforesaid proceeds of insurance. Simultaneously with the payment of said funds, the said Partridges were to deliver to Trustee a properly executed deed as called for in the lease-sale contract between said Partridges and the bankrupts, dated August 12, 1972 and the Trustee to convey unto the said Browns said real property in accordance with the provision of a lease-sale contract dated January 10, 1976 between the bankrupts and the said Browns.


Trustee

O R D E R

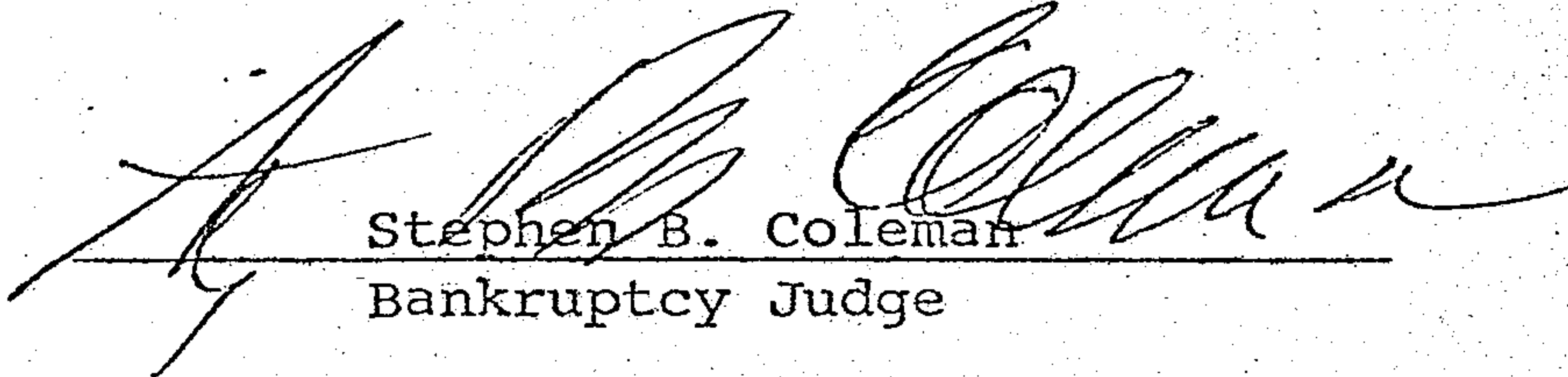
The foregoing Petition having been presented to this Court and having been read and understood by this Court, it is now therefore hereby ORDERED, ADJUDGED AND DECREED that said Petition be and is hereby granted and the Trustee is directed and authorized to close the transaction involving the real estate subject of said Petition, as described in Exhibit "A" thereof by the disbursement of funds as set out in said Petition simultaneously with the delivery of properly executed deeds as set out in said Petition and Trustee is hereby authorized and directed to convey the interest of Robert Leslie Taylor, Jr. and wife, Pamela Ann Taylor, to Woodrow W. Brown and wife, Carolyn J. Brown, in connection with closing at aforesaid closing.

IT IS DETERMINED that of the proceeds of the insurance funds of \$12,584.00, \$6,573.45 constitutes the funds due the Trustee and the net proceeds due the bankruptcy estate, out of which the Trustee shall pay the creditors Roy Partridge and wife, Ruby Partridge, the sum of \$2,228.00 as part of the purchase price of the property by the bankrupt from the Partridges.

The Trustee shall also pay the sum of \$6,010.55 to Woodrow W. Brown, Jr. and wife, Carolyn J. Brown, which is determined to be their proportioned interest in the insurance funds and not part of the bankruptcy estate. The Trustee is authorized to make these disbursements in completing the sale of the property to Woodrow W. Brown, Jr. and wife, Carolyn J. Brown.

IT IS THE FURTHER ORDER AND DECREE OF THIS COURT that upon completion of the aforesaid closing by said Trustee that the Trustee make a report of sale to this Court.

DONE and ORDERED this the 1st day of November, 1977.


Stephen B. Coleman
Bankruptcy Judge

19771103000118400 7/13 \$.00
Shelby Cnty Judge of Probate, AL
11/03/1977 12:00:00AM FILED/CERT

BOOK 308 PAGE 732

EXHIBIT "A"

Part of the NE 1/4 of SW 1/4 of Section 6, Township 18 South, Range 2 East, situated in Shelby County, Alabama, and being more particularly described as follows:

Commence at the SE corner of the NE 1/4 of SW 1/4 of Section 6, Township 18 South, Range 2 East and run West along the south line of said 1/4-1/4 section for a distance of 210 feet to the point of beginning; thence continue West along same course for a distance of 210 feet; thence turn 106 degrees 45 minutes to the right and run northeasterly for a distance of 210 feet to a point; thence turn 73 degrees 15 minutes to the right and run East and parallel to south line of said 1/4-1/4 section for a distance of 210 feet to a point; thence turn 106 degrees 45 minutes to the right and run southwesterly for a distance of 210 feet to the point of beginning.

SUBJECT TO THE FOLLOWING:

1. Advalorem taxes for the year 1978, which said taxes are not due or payable until October 1, 1978. (Beat 15-#1002280)
2. Any and all rights of way and easements whether recorded or unrecorded which may be across subject property.
3. Rights, if any, of persons claiming adversely as to that part of subject property which lies South and West of road running through said property.



19771103000118400 8/13 \$.00
Shelby Cnty Judge of Probate, AL
11/03/1977 12:00:00AM FILED/CERT

The State of Alabama,

SHELBY

County

This lease made 12th day of August 1972

by and between Roy Partridge and wife, Ruby Partridge, party of the first part

and Robert L. Taylor, Jr., part of the second part:

WITNESSETH, That the party of the first part does hereby rent and lease unto the party of the second

part the following premises in to-wit: One acre located on the east side of the 17th of
 S 1/2 of Section 6, Township 16, Range 2 East, said one acre being the one acre on which
 the dwelling house known as the old Jimmie Brasher house is located. Shelby County, Alabama.

for occupation by him as customary use and not otherwise, for and during the term of
 eight years 12th day of August 1972
 to-wit: from the 12th day of August 1980

In Consideration Whereof, The party of the second part agrees to pay to the party of the first part the sum of
 Four thousand Five hundred and no/100 - - - - - DOLLARS

of which sum \$1,000.00 is paid in cash, the receipt of which is hereby acknowledged, the balance \$3,500.00
 is divided into 96 payments of \$46.00 per month, interest at the rate of 6% per annum
 after maturity.

each evidenced by notes bearing legal interest, payable at the office of Roy Partridge on the
 7th day of each month during said term, in advance, being at the rate of \$550.00 per annum. And should the
 party of the second part fail to pay the rents as they become due, as aforesaid, or violate any other condition of this Lease,
 the said party of the first part shall then have the right, at the option, to re-enter the premises and annul this Lease. And in
 order to entitle the party of the first part to re-enter, it shall not be necessary to give notice of the rents being due and un-
 paid, or to make any demand for the same, the execution of this Lease signed by the said parties of the first and second part,
 which execution is hereby acknowledged, being sufficient notice of the rents being due and the demand for the same, and shall
 be so construed, any law, usage or custom to the contrary notwithstanding. And the party of the second part agrees to comply
 with all the laws in regard to nuisance, in so far as premises hereby leased are concerned, and by no act render the party of
 the first part liable therefor, and to commit no waste of property, or allow the same to be done, but to take good care of the
 same and to surrender said property not later than this Lease without the written consent of the party of the first part, here-
 on and to and further, this Lease being terminated, to surrender quiet and peaceable possession of said premises in like
 good order as at the commencement of said term, natural wear and tear excepted.

In the event of the employment of an attorney by the party of the first part, on account of the violation of the conditions of
 this Lease by the party of the second part, the party of the second part hereby agrees that he shall be taxed with said
 attorney's fee. And as a part of the consideration of this Lease, and for the purpose of securing the party of the first part
 prompt payment of said rents as herein stipulated, or any damage that party of the first part may suffer either by failure to
 surrender quiet and peaceable possession of said premises, as aforesaid, or for any damage whatever, may be awarded said
 party of the first part under this contract, the said party of the second part hereby waives all right which he may
 have under the Constitution and Laws of the State of Alabama, to have any of the personal property of the party of the second
 part exempted from levy and sale, or other legal process.

The party of the second part agrees to pay all taxes on the above described property during said term as the same becomes
 due; and also agrees to pay all assessments for street and sidewalk improvements, should any be made against said property.

It is understood and agreed that at the end of said term if the party of the second part has complied with each and all con-
 ditions of this Lease, then the party of the first part agrees that the rent paid under his Lease shall be considered a payment
 for said property, and the party of the first part shall make and execute a deed Warranty, conveying said property to the
 party of the second part.

It is further understood and agreed that if the party of the second part fails to pay the monthly rent as it becomes due; and
 becomes as much as two months in arrears during the first year of the existence of this Lease, or as much as three months in
 arrears on such payments at any time thereafter, or should fail to pay the taxes on the said property when the same becomes
 due, or should fail to comply with any condition or requirement herein, then on the happening of any such event by the party
 of the second part forfeits his rights to a conveyance of said property, and all money paid by the party of the second part shall be
 under this contract shall be taken and held as payment of rent for said property, and the party of the second part shall be
 liable to the party of the first part as a tenant for the full term of said Lease, and the provisions herein "that the rent paid
 under this Lease shall be considered a payment for said property, and the party of the first part shall make and execute a deed
 with a warranty of title conveying said property to the party of the second part," shall be a nullity and of no force or effect;
 and the failure of the party of the second part to comply with any of the conditions of this instrument shall ipso facto render
 the said provision a nullity, and make the said party of the second part a lessee under this instrument, without any rights
 whatever except the rights of lessee without any notice or action whatever upon the part of the party of the first part.

It is further understood and agreed that if the party of the second part should at any time before the maturity thereof desire
 to pay all the remaining monthly payments, as named herein he shall have the right to do so, and shall be entitled
 to a rebate on such advancements of all unearned interest, it being intended that only the earned interest shall be collected.



19771103000118400 9/13 \$0.00
 Shelby Cnty Judge of Probate, AL
 11/03/1977 12:00:00AM FILED/CERT

IN TESTIMONY WHEREOF We have set our hands and seals in duplicate this 12th
 day of August 1972

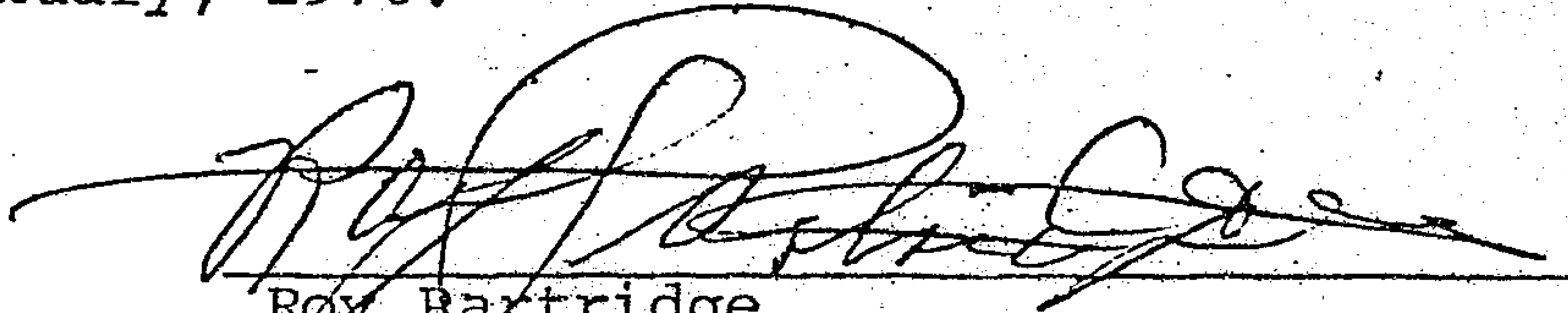
(L. S.)

(L. S.)

(L. S.)

We, Roy Partridge and wife, Ruby Partridge, holders of that certain lease/sale contract on that certain real property dated, 8-12-72, wherein we have sold certain real estate to Robert L. Taylor under a lease/sale contract, we hereby consent to Robert L. Taylor and wife, Pamela Taylor sub=leasing and selling this property under a lease/sale contract to Woodrow W. Brown, Jr., and wife, Carolyn J. Brown, and this is our written permission for them to so do.

Dated this 10th Day of January, 1976.


Roy Partridge


Ruby Partridge

BOOK 308 PAGE 736


19771103000118400 11/13 \$.00
Shelby Cnty Judge of Probate, AL
11/03/1977 12:00:00AM FILED/CERT

Lease Sale Contract

TO

Price, \$

Terms of Sale

Monthly Payments, \$

Beginning

Ending

19771103000118400 12/13 \$.00
Shelby Cnty Judge of Probate, AL
11/03/1977 12:00:00AM FILED/CERT

NC 40-21 23719

BOOK 308 PAGE 737

SHEC
T 1

STATE OF ALABAMA
SHELBY COUNTY

I, Edward A. Rogers Sr., a Registered Land Surveyor of Alabama, do hereby certify that the foregoing is a true and accurate map of parcel of land situated in the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 6, Township 18 South, Range 2 East in Shelby County, Alabama and set forth in Lease Sale Contract issued the 10th Day of January, 1976 and more particularly described as follows:

One acre on the east side of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 6 T18S, R2E, said one acre being the one acre on which the dwelling house known as the old Jimmie Brasher house is located, and further being the house purchased by Robert L. Taylor from Roy Partridge.

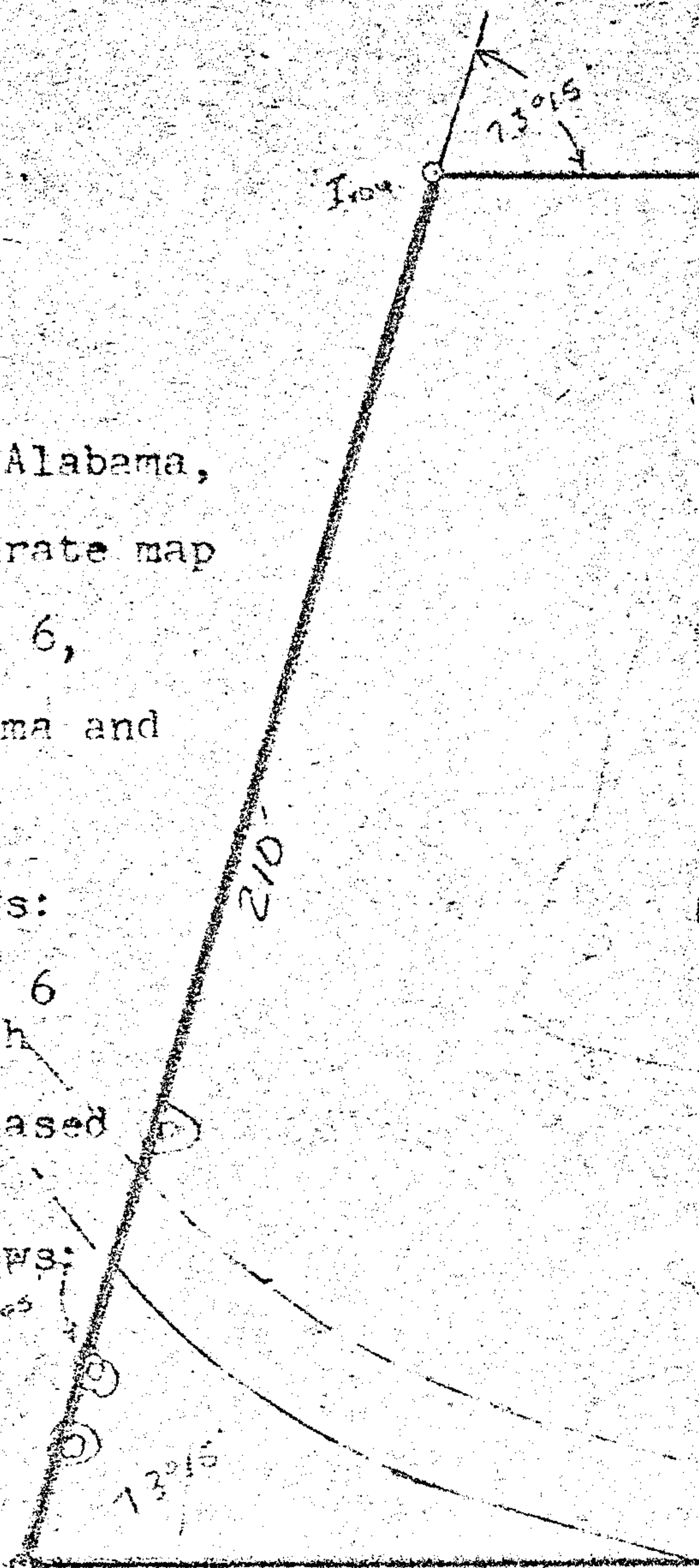
being more simply described as follows:

Commence at the SE Corner of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 6, T18S, R2E and run West along the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 210 feet to the Point of Beginning; thence continued West along same course for a distance of 210 feet; thence turn 106°45' to the right and run north-easterly for a distance of 210 feet to a point; thence turn 73°15' to the right and run East and parallel to south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 210 feet to a point; thence turn 106°45' to the right and run southwesterly for a distance of 210 feet to the Point of Beginning. Containing 1 Acre more or less.

ACCORDING TO MY SURVEY THIS 24th DAY OF September 1977

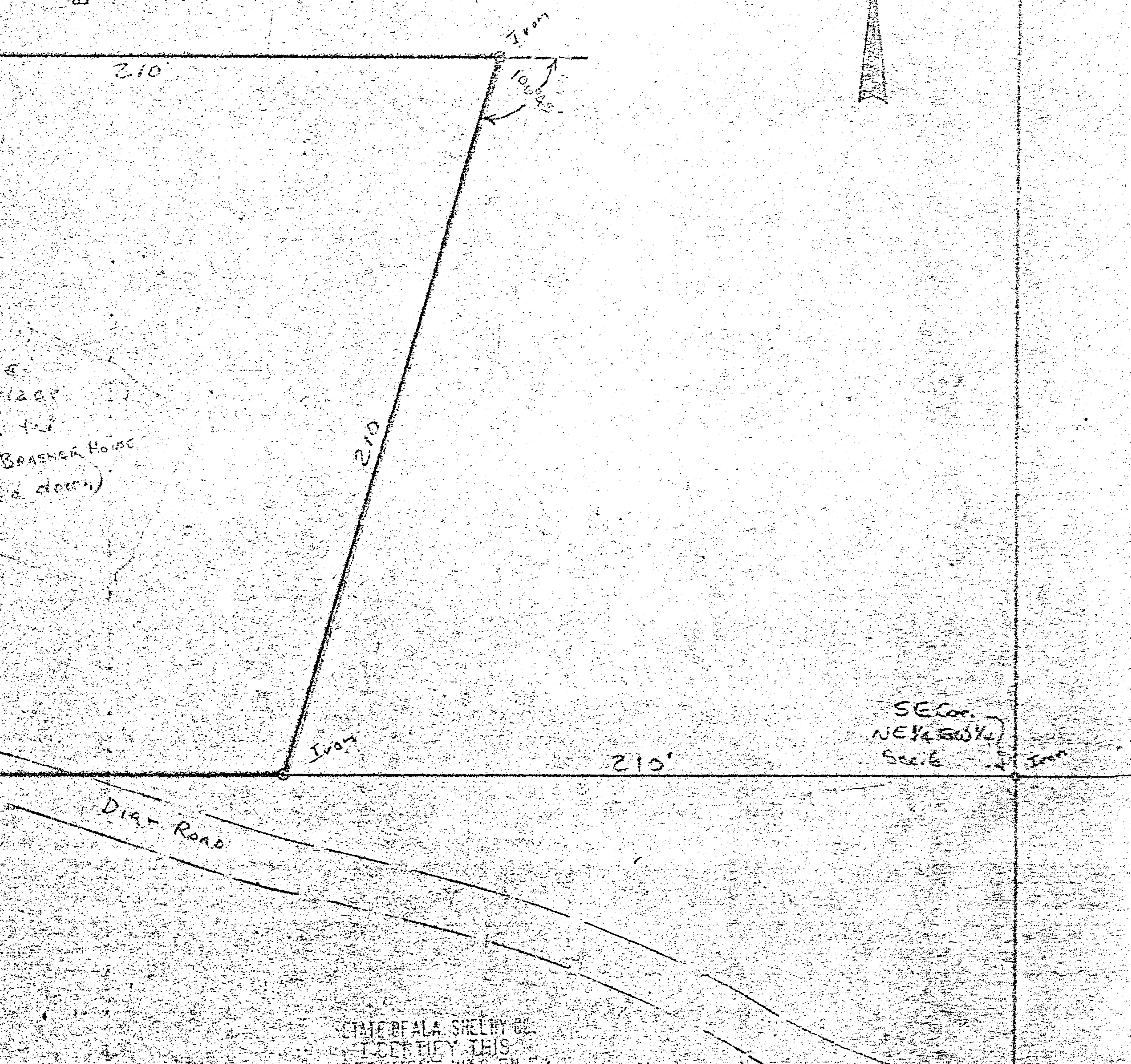
SCALE 1" = 40'

Edward A. Rogers Sr.
EDWARD A. ROGERS SR.
LAND SURVEYOR #1623



COUNTY
308 PAGE 738
BOOK 2E

19771103000118400 13/13 \$.00
Shelby Cnty Judge of Probate, AL
11/03/1977 12:00:00AM FILED/CERT



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

NOV - 3 - PM 12:00

Thomas H. Brasher
JUDGE OF PROBATE

Deed 7.00
Rec. 19.50
Index 1.00
27.50