

1511 AGREEMENT

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

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 heretofore paid the sum of \$5,000.00, and Grantee will pay to Grantor the sum of Fifty-Seven Thousand Five Hundred Seventeen and No/100 Dollars (\$57,517.00) at closing, with the remainder to be paid in two annual installments, the first of which will become due and payable on January 1, 1985 in the amount of \$57,015.00, and the second becoming due and payable January 1, 1986 in the amount of \$76,020.00, plus interest at 10 percent per annum on such unpaid balance. No lien is retained against said property by virtue of there being an unpaid balance of the purchase price.

It is hereby agreed by Grantor that all consideration paid to said Grantor will be delivered to Central State Bank of Calera, Alabama.

Grantor shall have the option, at any time after one year 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 19th day of April, 1984.

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Robert B. Crocker
Secretary

ALABAMA POWER COMPANY
By Robert B. Crocker
Its Vice President

Witness

Witness

Etta Boles L.S.
Etta Boles

APPROVED AS
TO TERMS AND
DESCRIPTION
By Robert B. Crocker
MANAGER
L.S.
BY W. B. Crocker
MANAGER
L.S.

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, William S. Shaw, 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 said instrument, she has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 19th day of April, 1984.

William S. Shaw
Notary Public

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Robert B. Crocker, a Notary Public in and for said County in said State, hereby certify that Ollie D. Smith, whose name as Vice President of Alabama Power 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 19th day of April, 1984.

Robert B. Crocker
Notary Public

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THE STATE OF ALABAMA,

Shelby

County.

KNOW ALL MEN BY THESE PRESENTS, That Etta Boles, an unmarried woman, and
Central State Bank of Calera, Alabama

(hereinafter called the grantor S.,) for and in consideration of the sum of (\$195,552.00)

One Hundred Ninety-Five Thousand Five Hundred Fifty-Two and No/100 ----- Dollars,

to them in hand paid by the ALABAMA POWER COMPANY,

a corporation, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and

by these presents do hereby grant, bargain, sell and convey unto the said ALABAMA POWER

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:

See Exhibit "A" attached hereto for legal description.

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The above described lands containing in all 93.12 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...S. covenant...with the said Company, its successors and assigns, that they are 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 encumbrance; that...they have...a good right to sell and convey the same to the said Company, its successors and assigns, and that they 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.

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 19th day of April in the year of our Lord One Thousand Nine Hundred Eighty-four.

Signed, Sealed and Delivered in Presence of:

Etta Boles (L. S.)
Etta Boles (L. S.)
(L. S.)
(L. S.)
(L. S.)
(L. S.)
(L. S.)
(L. S.)

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IN WITNESS WHEREOF, the said CENTRAL STATE BANK OF CALERA, ALABAMA has caused this instrument to be executed in its name by William M. Schroeder, as its President and attested by Carlene R. Hadaway, its Secretary, and its corporate seal to be affixed, on this the 19th day of April, 1984.

Attest:

Carlene R. Hadaway
Secretary.

CENTRAL STATE BANK OF CALERA, ALABAMA
By William M. Schroeder
Its President.

STATE OF ALABAMA

County of Shelby

I, Milton D. Johnson, a Notary Public - State at Large
in and for said County in said State, 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 she has executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the 19th day of April, 1984.
Milton D. Johnson
Notary Public - State at Large

A parcel of land in the Southeast Quarter of Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$); the Northeast Quarter of Southeast Quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$); and the South One-half of the Southeast Quarter (S $\frac{1}{2}$ of SE $\frac{1}{4}$) of Section 32, Township 21 South, Range 2 West. Also partly in the West One-half of the Southwest Quarter (W $\frac{1}{2}$ of SW $\frac{1}{4}$) that lies west of L&N Railroad right of way in Section 33, Township 21 South, Range 2 West. All situated in Shelby County, Alabama, and being more particularly described as follows with bearings and distances referring to the Alabama West Zone Grid coordinates.

Commence at the southeast corner of Section 32, Township 21 South, Range 2 West; thence run North 88 degrees 33 minutes 00 seconds West along the south line of said Section 32 a distance of 1346.84 feet to Alabama Power Company monument set one foot west of fence, said point being the point of beginning of the parcel of land herein described.

From such point of beginning, run North 04 degrees 45 minutes 39 seconds West along a grid bearing for 102.77 feet to APCo monument set one foot west and north of fence corner post; thence North 85 degrees 04 minutes 36 seconds East for 367.06 feet to APCo monument set one foot north of fence corner post; thence North 16 degrees 42 minutes 26 seconds West for 1081.73 feet to APCo monument set one foot north of fence; thence North 87 degrees 01 minute 25 seconds East for 969.64 feet to APCo monument set one foot north of fence corner post; thence North 88 degrees 06 minutes 25 seconds East for 373.53 feet to APCo monument set one foot north and west of fence corner post; thence North 04 degrees 48 minutes 14 seconds East for 111.24 feet to APCo monument set one foot west of fence corner post; thence North 09 degrees 43 minutes 34 seconds West for 1287.00 feet to APCo monument set one foot west and south of fence corner post; thence North 63 degrees 57 minutes 06 seconds West for 534.05 feet to APCo monument set one foot south and west of fence corner post; thence North 00 degrees 06 minutes 29 seconds West for 1158.37 feet to APCo monument set one foot west of fence and on property line between Boles and APCo; thence North 88 degrees 12 minutes 15 seconds West for 716.18 feet along a fence dividing the land of Boles and APCo to a concrete marker heretofore established by APCo; thence South 00 degrees 17 minutes 18 seconds East for 1342.79 feet along a fence dividing the land of said owners to a concrete marker heretofore established by APCo; thence South 00 degrees 16 minutes 20 seconds East for 1344.07 feet to the northeast corner of the Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) of said Section 32 marked by a concrete marker at a fence corner post heretofore established by APCo; thence run North 88 degrees 24 minutes 26 seconds West along a fence dividing the land of Boles and APCo for 1110.94 feet to an existing concrete marker on the east right of way line of I-65 highway; thence run southeasterly along said right of way line along a curve to the left having a radius of 5729.58 feet and a delta angle of 28 degrees 23 minutes. The following bearings and distances are along chords of the said curve. South 31 degrees 04 minutes 16 seconds East for 1040.66 feet to a right of way monument 150 feet from centerline; South 50 degrees 06 minutes 12 seconds East for 39.15 feet to a right of way monument 160 feet from centerline; South 38 degrees 27 minutes 52 seconds East for 307.04 feet to a right of way monument 160 feet from centerline; South 27 degrees 11 minutes 24 seconds East for 44.61 feet to a right of way monument 150 feet from centerline; South 41 degrees 34 minutes 11 seconds East for 227.37 feet to an APCo monument set 150 feet from centerline and on the south line of Section 32; thence South 88 degrees 33 minutes 00 seconds East along the said section line for 186.20 feet to APCo monument set one foot west of fence, said point being the point of beginning of the parcel of land herein described.

Containing 93.12 acres.

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

1984 APR 30 PM 12:09

Rec 7.50
Jud 1.00
8.50

STATE OF ALABAMA

County of Shelby

I, Edman D. Davis, a Notary Public - State at Large
William M. Schroeder

in and for said County in said State, hereby certify that
whose name as President of Central State Bank of Calera, Alabama, 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 19 day of April, 19 84

Edman D. Davis
Notary Public - State at Large

Notary Public, State of Alabama
My Comm. Expires 12/31/85
I am Notary for Shelby County