

1215

STATE OF ALABAMA

SHELBY COUNTY

Know all men by these presents that I, John Burdette Bates, of Birmingham, Alabama, in consideration of \$1.00 paid by Anne Bates Gibbons of Birmingham, Alabama, the receipt whereof is hereby acknowledged, hereby, for myself, my heirs, executors, and administrators, agree to sell and convey to said Anne Bates Gibbons one-half of the following described real property situated in Shelby County, Alabama, with the understanding that this option does not extend to more than one-half of the river front property, to-wit:

That part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 12, Township 19 South, Range 2 East, lying South of the right of way of the A.B. & C.R.R. and described as follows: Begin at the SW corner of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 12 and run East to Coosa River; thence Northerly direction along River to right of way of A.B. & C.R.R.; thence in a Westerly direction along said right of way to point of beginning.

The E $\frac{1}{2}$ of NE $\frac{1}{4}$ and 10 acres across North side of NE $\frac{1}{4}$ of Section 13, Township 19 South, Range 2 East.

All that part of the NW $\frac{1}{4}$ of Section 18, Township 19 South, Range 3 East lying South and West of Coosa River.

Also the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 18, Township 19 South, Range 3 East.

Less and except that property conveyed to John Burdette Bates by deed recorded in Deed Book 254, Page 442, more particularly described as follows: Commence at a point on the South boundary line of the SE $\frac{1}{4}$, Section 12, Township 19 South, Range 2 East, where the center line of the Atlantic Coast Line Railroad intersects with said South boundary line and in an Easterly direction along the South boundary line of said SE $\frac{1}{4}$, run a distance of 1183.56 feet; thence turn an angle of 34° 58' to the left for a distance of 176.58 feet, to the Point of Beginning; thence, turn an angle of 84° 19' 33" to the right for a distance of 240.11 feet; thence, turn an angle of 95° 40' 27" to the right for a distance of 290.29 feet; thence turn an angle of 99° 46' 28" to the right for a distance of 242.45 feet; thence turn an angle of 80° 13' 32" to the right for a distance of 225.39 feet, to the Point of Beginning.

Also, excepting approximately 5.5 acres of subject property lying in SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 12, and E $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 13, both in Township 19, South, Range 2 East, and the NW $\frac{1}{4}$ of Section 18, Township 19, South, Range 3 East, being that portion thereof lying below that certain datum plane of 403 feet above mean sea level for a permanent flood easement, and subject to a temporary flood easement of approximately 4 acres of said lands above that certain datum plane of 403 feet above mean sea level and below 408 feet mean sea level, all as conveyed and granted to Alabama Power Co., as fully described in instrument recorded in Deed Book 743, Page 274.

Subject to existing easements for road rights of way granted to John Burdette Bates, by deed recorded in Deed Book 254, Page 442 and also transmission line permits as easements granted to Alabama Power Co. as recorded in Deed Book 226, Page 336, and Deed Book 229, Page 703, and subject to any existing public road right of way.

The land hereby conveyed contains in the aggregate 229 acres, more or less.

The consideration to be paid by the said Anne Bates Gibbons shall be that proportion of the then appraised value of the parcel she selects as would be represented by the proportion Eighty-Five Thousand and 00/100 (\$85,000.00) Dollars over the current appraised valuation (example- \$85,000.00 over \$100,000.00 = 85%)

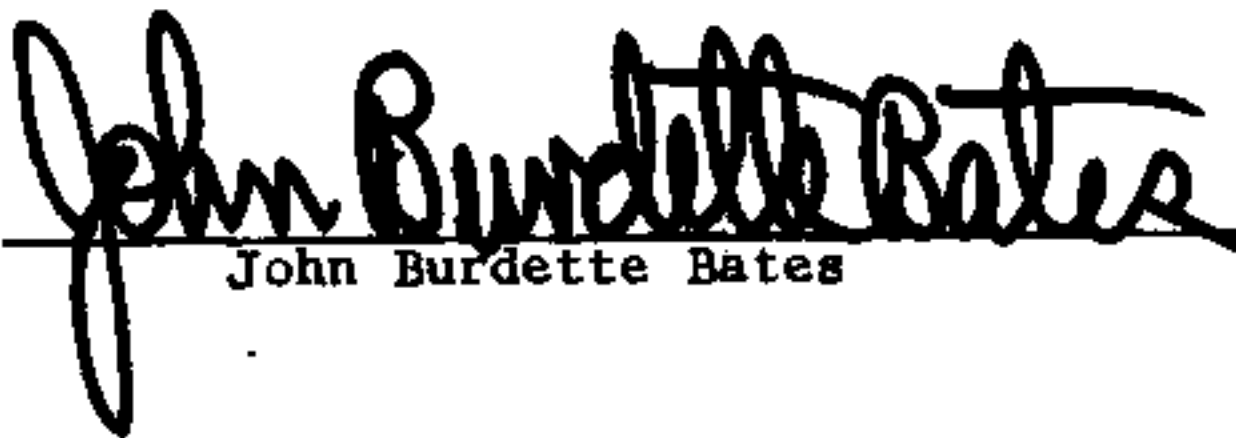
3981 Spring Valley Rd
B'ham AL 35223

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This option may be accepted by the said Anne Bates Gibbons within two years after the final payment made on the existing mortgages on the above described property or any lawful extension thereof by written notice to that effect. Conveyance shall be made within 60 days after such acceptance by Warranty Deed conveying a clear title free from all encumbrances provided that the said Anne Bates Gibbons shall give to John Burdette Bates 30 days written notice of the time such deed shall be delivered. All notices, tenders and deliveries hereunder shall be served and made at the then residence of John Burdette Bates.

It is agreed that if the said Anne Bates Gibbons shall fail to accept this option within the time above mentioned or shall after such acceptance, fail to pay the consideration at the above mentioned time and place in accordance with the terms and conditions herein before mentioned, the said Anne Bates Gibbons shall forfeit the said sum of \$1.00 paid to me and herein before acknowledged.

IN WITNESS WHEREOF I have hereunto set my hand and seal this the 11th day of June, 1970.


John Burdette Bates

STATE OF ALABAMA §
§
JEFFERSON COUNTY §

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John Burdette Bates, whose name is signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of June, 1970.

 (SEAL)
Notary Public

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

91 JUL 18 AM 11:38

JUDGE OF PROBATE

1	5.00
2	3.00
3	1.00
4	8.00
Total	