

The State of Alabama } This Indenture made and entered into
The County of Shelby } this the 2nd day of July, 1921, by and
between Henry Milner and wife A. M. Milner, parties of the first
part, and Rebecca R. Kahn, party of the second part,

Witnesseth, That, Whereas, on December 11th, 1918, the parties of the
first part together with L. E. Christian and wife Esther Chris-
tian, executed to the party of the second part, a mortgage upon
the hereinafter described lands to secure the indebtedness men-
tioned in said mortgage, which mortgage is recorded in
Mortgage Record 118 page 17, in the office of the Probate Judge
of Shelby County, Alabama, reference to which is here made;
And, Whereas, there is now due a balance of \$7138.85 upon
said mortgage (being the principal sum of \$6,000.00 together
with 10.88.85 interest and \$50.00 attorneys fees).

And, Whereas, all of said indebtedness is past due and
said mortgage is now subject to foreclosure under the
power of sale therein contained;

And, Whereas, subsequently to the execution of said mort-
gage on to-wit: the 10th day of July, 1919, said L. E. Christian
and wife Esther Christian, executed a deed to said Henry
Milner, conveying the interest of said L. E. Christian and wife
to said Henry Milner in the lands described in said
mortgage; and said Henry Milner is now the sole
owner of said lands subject to said mortgage;

And, Whereas to avoid the expense of foreclosure, the parties
of the first part are desirous of executing to the party of the
second part a deed in lieu of foreclosure under the power
of sale contained in said mortgage, and said party of the
second part has agreed to accept such conveyance in lieu
of a foreclosure under the power of sale in said mortgage;

Now, Therefore, in consideration of the promises and of the
sum of One dollar Cash in hand paid the parties of the
first part by the party of the second part, the receipt of
which is hereby acknowledged, and in full and complete
satisfaction of the above mentioned mortgage indebtedness,
the receipt of which is hereby acknowledged, and in lieu
of a foreclosure under the power of sale contained in said
mortgage, the parties of the first part have granted, conveyed
and sold, and do by this Indenture grant, convey, sell
and convey unto the party of the second part the following

described lands situated in Shelby County, Alabama, Namely: $N\frac{1}{2}$ of S. E. $\frac{1}{4}$ and $E\frac{1}{2}$ of S. W. $\frac{1}{4}$ of section 17; $N\frac{1}{2}$ of S. E. $\frac{1}{4}$ and $S\frac{1}{2}$ of S. W. $\frac{1}{4}$ of section 18; $E\frac{1}{2}$ of N. E. $\frac{1}{4}$ of section 19; $N\frac{1}{2}$ and $S\frac{1}{2}$ of N. E. $\frac{1}{4}$ of section 20; $N\frac{1}{2}$ of S. E. $\frac{1}{4}$ and $N\frac{1}{2}$ of S. E. $\frac{1}{4}$ of section 20, all in Township 20, Range 1 East, containing 920 acres more or less, and being the same lands conveyed to Henry Milner and L. E. Christian by J. H. Page and wife by deed dated November 8, 1911, and recorded in the Probate Office of Shelby County, Alabama and being the same lands conveyed by and described in the mortgage hereinabove mentioned, reference to which is here made.

To Have and to hold the above described property together with all and singular the rights, tenements and benefits appertaining thereto belonging, or in any wise appertaining, unto her, the party of the second part, her heirs and assigns, in fee simple forever.

And the parties of the first part represent to and covenant with the party of the second part that they are seized of an indefeasible estate, in fee simple, in and to the above described property and have a lawful right to sell and convey the same; that said property is free of any and all liens, taxes and encumbrances whatsoever; and that they, the parties of the first part, will warrant and forever defend the same against the lawful claims or demands of any and all persons whatsoever.

It is mutually understood and agreed by and between the parties hereto that the parties of the first part shall have two years from this date, in which to redeem said property in accordance with the provisions of section 5746 et seq. of the Code of Alabama, 1907, in all respects as if this conveyance was executed under the power of sale contained in said mortgage.

In Witness Whereof the parties of the first part hereunto set their hands and affix their seals on this the day and in the year first hereinabove written.

ALABAMA STAMPS
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Henry Milner (Seal)
L. E. Christian (Seal)

The State of Alabama } J. J. M. Leonard Jr. a Notary Public
The County of Shelby } Ex. Off. Justice of the Peace in and
for said County, in said State, do hereby certify that

Henry Milner and wife A. M. Milner, whose names are signed to the foregoing conveyance and who are known to me, are knowledgeable before me on this day that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

And I do hereby further certify that on the 11th day of July, 1921, came before me the within named A. M. Milner, known to me to be the wife of the within named Henry Milner, who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband.

In Witness Whereof I hereunto set my hand this the 11th day of July, 1921. Seal } J. M. Leonard Jr. N.P. Ex. Off. Shelly County, Alabama.

State of Alabama } I, G. W. Thayer, Judge of Probate, Shelly County, Alabama, do hereby certify that the within Deed was filed in this office for record 15-day of August, 1921, at 10 o'clock A.M. and recorded in Deed Record 68 Pages 471-72 and examined.

G. W. Thayer
Judge of Probate