THE STATEOF ALABAMA )
SHELBY COUNTY )

THIS INDENTURE, made and entered into this the 31st. day of March 1923, by and between C. S. Pay and Grace O. Day, his wife, hereinafter called parties of the first part, and E. G.Givhan, hereinafter called party of the second part, WITNESSETH, that said parties of the first part are indebted to said party of the second part, in the sum of Two Thousand, two hundred fifty & 42/100 Dollars, as evidenced by their joint note of date the 19th day of February, 1918, payable to said party of the second part on the 1st. day of December, 1916, with interest from date thereof, no part of which has been paid, which note was secured by a mortgage of even date therewith, executed by said parties of the first part to said party of the second part, on certain real estate, intended to be the identical real estate hereinafter conveyed, but by mistake or inadvertance a part of said land was therein described as being in range eleven (11) east, whereas, all the gaid land lying in Bibb County, should have been described as being in range twelve east, and whereas, default having been made in the payment of said indebtedness said mortgage is subject to foreclosure, and whereas, said parties of the first part are desirous of avoiding the expense of foreclosure, and to sell saidland and property to the party of the second part, in all respects and to the same extent and effect as if said mortgage should be foreclosed, and purchased by said party of the second part at and for the said amount of said indebtedness, which is considered an adequate price for said real estate, which said terms have been agreed to by said party of the second part. NOW, THEREFORE, in consideration of the premises and of the satisfaction of said mortgage and indebtedness of two thousand, two hundred fifty & 42/100 dollars, principal and interest due on said note, and to invest the said property of the second part with all the rights, title, and interests in said property he might have acquired by strict foreclosure of said mortgage under the powers therein contained, or by proceedings in equity, including the equity of redemption, but with reservation of the statutory right of redemption, said parties of the first part have granted bargained and sold and do, hereby grant, bargain, sell and convey unto said party of the secondpart the following described real estate, to-wit:

Lots number one (1) and two(2) in Block "A" in the town of Montevallo, according to the plat and sub-division of lands and map of lands in said town called "Fouth Montevallo", made by H. C. & W. B. Keynolds, or by H. C. Reynolds which said map is recorded in the office of the Probate Judge of said Shelby County, in town plat book, page fourteen (14) said two lots having a frontage of one hundred four (104) feet, on what is called "The Selma Road", and a depth of one hundred forty (140) feet, and being the lots lately occupied by said parties

of the first part as a residence lot, and known as "The C. S. Day Lots." Situated in Shelby County, Alabama.

Also the following described lands lying and being in the county of Bibb. State of Alabama, to-wit: the northeast quarter of the northeast quarter (NE a of  $NE\frac{1}{4}$ ) and southeast quarter of the northeast quarter (SE $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of Section six (6) township twenty three (23) range twelve (12) east, and the south half of the southeast quarter of the southeast quarter (So of SE of SE of SE) of Section thirty one (31) township twenty four (24) range twelve east, containing one hundred acres more or less, reserving only the statutory right of redemption within two years from the date of this conveyance, that would have been the right of the parties of the first part, or the right of others having co-equal rights with them under the statute, in case said mortgage has been regularly foreclosed under the power of sale contained in said mortgage, or by proceedings in a court of equity.

TO HAVE AND TO HOLD subject only to said statutory right of redemption, unto said party of the second part, his heirs and assigns, forever.

And said parties of the first part hereby covenant with said party of the second part, that, subject only to the above mentioned mortgage they are lawfully seized in fee simple of the aforegranted premises; that they have a good right to sell and convey the same as they do hereby, and that they will warrant and defend the title to the same, subject only to said statutory right of redemption, to said party of the second part, his heirs and assigns, forever against the lawful claims or demands of any and all persons whomsoever.

IN WITNESS WHEREOF said parties of the first part have hereunto set their hands and seals on this the day and date first above written.

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(Seal)
                                                        C. S. Day Sr
THE STATE OF ALABAMA
                                                                           (Seal)
                                                        Grace O. Day
SHELBY COUNTY
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I, J. R. Johnson, a Justice of the Peace in and for said County in said State, hereby certify that C. S. Day and Grace O. Day, whose names are 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 they executed the same voluntarily on the day the same bears date. Given under my hand this the 3 day of April 1923.

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J. R. Johnson
                                                    Justice of the Peace
THE STATE OF ALABAMA
SHELBY COUNTY
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I, J. R. Johnson, a Justice of the Peace in and for said County in said State, do hereby certify that on the 3 day of April, 1923, came before me the within named Grace O. Pay known to me to be the wife of the within named C. S. Pay, who being examined separate and apart from the husband touching her signature to the within deed, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of the husband.

Given under my hand this the 3 day of April 1923.

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J. R. Johnson
                                                  Justice of the Feace
          OF ALABAMA
THE STATE
SHELBY COUNTY -
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I, L. B. Kiddle, Judge of Probate for said county, hereby certify that the within deed was filed in this office for record April 18th 923 at 9 oclock A.M. and recorded in Vol. 76 record of deeds pages 152-53 and examined. L.B.Riddle--Judge of Probate

Preciud

Shelly country.