

STATE OF ALABAMA)
JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS,that,

WHEREAS, J.E.Reese has heretofore foreclosed that certain junior mortgage executed by the undersigned Tom Jacks, (said mortgage and the property covered thereby being described in that certain foreclosure deed recorded in the office of the Judge of Probate of Shelby County, Alabama in deed record 86 at page 549); and

WHEREAS, by virtue of said foreclosure proceedings, the said J.E. Reese is entitled to the possession of said property, and is also the owner of, and entitled to the possession of the crops growing on said property, and those crops which have been harvested upon said property since the date of said foreclosure sale, on to-wit: the 25th day of July, 1928; and

WHEREAS, the undersigned Tom Jacks desires to prevent the foreclosure of a first mortgage upon said property executed to William T. Johnson and recorded in Volume 143 at page 305 in the office of the Probate Judge of Shelby County, Alabama; and

WHEREAS, it is the intention and desire of the said Tom Jacks to redeem said property from said J.E.Reese, now, therefore,

THIS AGREEMENT WITNESSETH, that for and in consideration of the sum of One Dollar and the payment by the said J.E.Reese to the holder of said first mortgage the sum of \$862.88 and the securing of an extention of at least 45 days in any further proceedings under said first mortgage, I, the undersigned, Tom Jacks do hereby assign, transfer and sell to the said J. E. Reese all of my right, title and interest in and to any and all crops, growing or planted on said property, together with all crops harvested since the 25th day of July, 1928 and at present stored upon said property, and I, the said Tom Jacks further agree to care for, harvest and store all of said crops, and not to remove or permit the same to be removed from said premises without the written consent of the said J. E. Reese.

For the consideration above expressed, I also transfer, assign and sell to the said J. E.Reese my landlord's lien upon said crops, and I agree at the expiration of 45 days from the date of this instrument to deliver all crops, growing, gathered, reaped or harvested or stored upon said premises to the said J.E. Reese, free from all encumbrances upon my part and subject only to the rights of the present tenants-on-shares. I further agree that at the expiration of 45 days from the date of this instrument I will make, execute and deliver to the said J.E.Reese a deed to said property conveying all of my right, title and interest in and to the said property.

In the event, however, that said Tom Jacks, on or before the expiration of 45 days from the date of this instrument pays the indebtedness due under the junior mortgage of J.E. Reese and redeems said property from said foreclosure, and further reimburses said J.E. Reese for any amounts he may have expended to prevent a foreclosure of the first mortgage, and further pays said first mortgage up to date, then upon the payments as above the undersigned J.E. Reese hereby agrees to make a deed conveying to said Tom Jacks all of his (Reese's) right, title and interest in and to said property, and said crops.

Witness our hands and seals this the 19th day of September, 1928.

Witnesses:

Robert G.Tate

Tom Jacks
J.E. Reese

THE STATE OF ALABAMA)
SHELBY COUNTY)

I, L.B.Riddle Judge of Probate hereby certify that the within instrument was filed in this office for record Dec. 7th 1928 at 4 oclock P.M. and recorded in Deed record 87 page 320 and examined.

L.B.Riddle--Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that
Privilege Tax
has been paid on the within
instrument as required by

L.B. Riddle
Judge of Probate.

