Transfer.

State of Alabama Walker County)

This indenture made and entered into by and between H.A. Sheperd, hereinafter referred to as party of the first part, and Monroe Aaron hereinafter referred to as party of thessecond part, on this the 5th day of February, 1932. Witnesseth:

That Whereas, the party of the second part did on towit, November 23, 1929, extend a lean to one Fred H. Hardy and his wife, Julia P. Hardy, in consideration of the sum of approximately four thousand dollars (\$4,000.00), and secured said loan by a mortgage dated November, 23,1929, from Fred H. Hardy and his wife, Julia P. Hardy, to H. A. Sihepherd party of the first part, which mortgage was filed for record in the robate Office of Shelby County, on the 927th day of November, 1929, and recorded in said Probate Office in record of mortgages, Volume 158 at page 510; that said mortgage is not and was never the property af the said H.A.Bhepherd party of the first part, and H.A.Sheperd was made the nominal mortgagee, but the said H.A.Sherherddid not pay or extend any loan to the said Fred H. Hardy and his wife, Julia P. Hardy, on the mortgage described as aforesaid, but that the said Mionroe Aaron, party of the second part, had the said mortgage executed to the said H.A. Shepherd as mortgagee, for the purpose of better protecting and securing the said H.A.Sherherd for a loan of five thousand dollars (\$5,000.00), extended by H.A.Shepherd to Monroe Aaron on the 30th day of November, 1929, which loan from H.A.Sheperd to Monroe Aaron was secured by a certain mortgage executed by Monroe Aaron to H.A.Sheperd on a certain real estate located in the Town of Wordova, Alabama, which mortgage is recorded in the office of the Judge of Probate of Walker County, Alabama, in book 319 of mortgages at page 99; and,

Whereas, Monroe Aaron, is desirous of protecting himself by the said loan of four thousand dollars, (\$4,000.00), made direct from M. Aaron to said Fred H. Hardy, and his wife, Julia P. Hardy, and,

Whereas, the said Fred H. Hardy nor anyone else has paid to the said H.

A. Shepherd, the mortgage indebtedness due by Fred H. Hardy and his wife, Julia P. Hardy, to
the said Monroe Aaron, and whereas, no part of said mortgage executed by Monroe Aaron to
H.A. Shepherd has been paid;

It is mutually understood and agreed that H.A.Shepherdis by separate instrument transferring and assigning all right, title and interest that he may have to a certain mortgage and notes executed by Fred H. Hardy and his wife, Julia . Hardy, to Monroe Aaron, and that by the transferring of said mortgage it is not the intention of such transfer to allow or to be considered as a credit on that certain mortgage executed by Monroe Aaron to H.A.Shepherd;

Now therefore, for a valuable consideration paid to H.A.Shepherd, by Honroe Aaron, the receipt of which is hereby acknowledged, the said H.A.Shepherd does hereby transfer, assign, sell and convey unto the said Monroe Aaron, all of the indebtedness, amount of Four Thousand Dollars, and any and all interest thereon, evidenced by the notes described in the mortgage dated Nobember, 23,1929, from Fred H. Hardy and his wife, Julia P.Hardy, to H.A.Shep-Probate herd, said mortgage being the same instrument which was filed for record in the Office of Shelby County, Alabama, on the 27th day of November, 1929, and recorded in said Probate Office in Record of Mortgages Volume 158, at page 510.

And to secure the prompt payment of said indebtedness, with interest thereon, I,H.A.Bhepherd, do hereby bargain, sell and convey unto the said Monroe Aaron all of my right, title and interest in and to said mortgage, and the property described in said mortgage, the property described in said mortgage is the following described property sit-

uated, lying and being in Shelby County, Alabama, towit:

The South half of the Northeast Quarter, the west half of Southeast quarter, the west half of east half of the southeast quarter, the east half of the southewest quarter, and all that part of the west half of southwest quarter which lies north and east of the line beginning 98 links north of the southwest corner of the southwest quarter, thence south 82 degrees, 15 minutes, east 20.52 chains, thence north 16 degrees, 45 minutes west 10.54 chains, thence south 76 degrees 30 minutes west 6.19 chains thence north 18.75 chains, thence west 11.50 chains to the west line of the section; said lands being in Section 24, Township 22, Range 3 West.

Also, the west half of the northwest quarter and west half of the southwest quarter of Section 5, except therefrom two acres in the west side of the northwest quarter of NW 1 lying south of the line of the Southern railroad and west of the lime kiln road, and north of the Columbiana and Montevallo dirt road as said road ran during the year 1920 and for many years prior thereto, and also, excepting there-from 5 acres conveyed to the State of Alabama, by deed dated July 31,1925, recorded in Book 79, page 325 in the robate Office of Shelby County, Alabama; Also conveyes the north-east quarter of southeast quarter, the south half of the southeast quarter of the southeast guarter of Section 6; also conveys all that part of the southeast quarter of the northeast quarter of section 6, which lies south of said dirt road, and all that part of the N.E. 1/4 of the N.E. 1/4 of section 6 which lies north and east of the southern rail-road; also conveys the S.W. 1/4 of N.W. 1/4, E. 1/2 of N.W. 1/4, and N. 1/2 of N.E. 1/4 of Section 8; said lands being in Township 24, Range 13, east, There is excepted from the aforesaid conveyance all the stone and the right to quarry the came from that partion of the property aforesaid which is described as follows:

Beginning 220 yards due east of the S.W.Corner of the S.E. 1/4 of section 24, township 22, range 3 west, thence running due north to the north line of the S.W. 1/4 of the N.E. 1/4 thence east 1982.32 feet to the east line of said section, thence running south along said section line to the N.E.Corner of the S.E.1/4 of said Section 24, thence running west 660.58 feet, thence south to the south line of said section, thence running west along the south line of said section 1320 feet to the point of beginning. There is also excepted from this conveyance the right of way of the Columbiana and Montevallo dirt road as it ran during the year 1929.

It is understood and agreed that the transferr of the aforesaid mortgage and indebtedness does not effect the status of the indebtedness or security of a certain mortgage executed by Honroe Aaron and Nora Aaron to H.A.Shephard on the 30th day of November 1929, and recorded in the office of Judge of Probate of Walker County, Alabama, on the 2nd day of April, 1930, in book 319 of mortgages at page 99. It being understood and agreed that by the transfer of the mortgage first mentioned herein, is not to be considered as a credit on or payment on said mortgage recorded in book 319 of mortgages at page 99 in the office of Probate Judge of Walker County, Alabama.

H.A. Shepherd, Party of Eirst Part

STATE OF ALABAMA, WALKER COUNTY)

Montoe Aaron, Party of Second part.

I, W.N. Jones a Notary Public in and for said County and State, do hereby certify that H.A. Shepherd, whose name is signed to the foregoing transfer, assignment, and agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, executed the same voluntarily on the day the same bears date.

Witness my hand this the 8 day of Feb. 1932.

State of Alabama Coutny of Tuscaloosa) W.N. Jones, Notary Public

I, P.H.Phife a Notary Public inand for said County and State do hereby certify that Monroe Aaron, whose name is signed to the foregoing transfer, assignment and agreetment and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date. Witness my hand this the 5th day of Feb. 1932.

E.H. Phife, Notary Public

State of Alabama

I, Cage Head Judge of Probate hereby certify that the within transfer was filed for record Febdurby Bth 1932 and recorded in Deed record 93 and page 229 and examined, Feb 12th 1932.