The Statevof Alabama, Jefferson County)

KNOW ALL MEN BY THESE PRESENTS:

Whereas, on, to-wit, the 9th day of December, 1931, the undersigned, R.F.Fleming, who is hereinafter called and referred to as "said grantor," sold and intended and attempted to convey to Grover L. Cleveland and Cage Head, who are hereinafter called and referred to as "said grantees", parties of the second part, the real estate hereinafter described and conveyed, for a consideration of sixteen hundred thirty-seven & 95/100--Dollars (31,637.95) in hand paid at that time, and for other good and valuable considerations therein mentioned, to be performed by said grantees and which are hereinafter repeated; but, by mistake or inadvertance of the draughtsman of said deed of December 9th,1931, a part of the property intended to be conveyed thereby was omitted from the description therein, which omission the parties here to are desirous of curing and amending;

NOW, THEREFORE, in consideration of the premises and for the purpose of curing and amending said prior deed of conveyance and for the further consideration of the sum of one dollar in hand paid by said grantees to said grantor, and in substitution of the said prior deed of conveyance, said grantor, R.F.Fleming, a single man, does by these presents grant, bargain, sell, convey and reconvey unto said grantees, Grover L. Cleveland and Cage Head, the following described real estate, lying and being situate in the County of Shelby and State of Alabama, to-wit: All of the Southeast quarter of the Northeast quarter (set of NPt) of Section eighteen (18), township twenty four (24) N. range twelve (12) East which lies west of the Old Montevallo and Centerville Public Road, containing twelve and four-tenths (12-4/10) acres, more of lessand being the same land conveyed to said grantorby deed of said Cage Head dated, to-wit, the 9th day of March, 1925, and recorded in Deed Book 73, page 465, in the Office of the Probate Judge of said Shelby County.

Also (but subject to a first mortgage dated, to-wit, the 2nd day of July, 1923, executed by O.P. Head and wife, Sarah L. Head, to the Federal Land Bank of New Orleans, Louisiana and recorded in Mortgage Book 130 at page 73, in the office of the Probate Judge of said Shelby County, originally for the sum of seven thousand dollars (\$7,000.00), upon which there was owing on, to-wit, the said 9th day of December, 1931, a balance of \$6,202.05, the payment of which balance is assumed by the said grantees herein), the following desctibed lands in said Shelby County, to-wit: the southeast quarter of the northwest quarter (SEA of NVA) and the north half of the southwest quarter (N_2) of SW_4) and all of the south half of the south half (So of So) of Section eight (8) lying West of the said Old Montevallo and Centerville Road; all of the north half of the northwest quarter (No of NW) of Section seventeen (17). lying west of said Old Road; the southwest quarter of the northeast quarter (SVA of NEA) and the north half of the northeast quarter \mathbb{N}_2 of \mathbb{N}_3 of Section eighteen (18) and the south half of the southeast quarter ($S_2^{\frac{1}{2}}$ of $SE_4^{\frac{1}{2}}$) of Section seven (7), all in Township twenty-four (24) North, range twelve (12) East and neat the Town of Wilton, and containing 437 acres, more or less; also the following tract of land, to-wit: Beginning at the northwest corner o of the south half of the southeast quarter (S_2 of SE_4) of section seven (7), running thence south thirty (30) feet; thence in a northwesterly direction, to a padnt on Shoal Creek ninety (90) feet from the mouth of a deep slough, thence along said Creek to the mouth of said slough, thence along said Creek, to the mouth of said slough, thence back, along said slough to a line ditch, thence southwardly, along said ditch, to the point of beginning, in township twenty-fout (24) North; Range twelve (12) East, in said Shelby County, Alabama; being, in whole or in part, the lands conveyed to said grantor herein by deedof O.P. Head and wife, dated to-wit, the 10th day of February, 1925 and recorded in Deed Book 78, at page 102, in the office of the Probate Judge of said Shelby County.

Also, shares of stock of The Federal Land Bank of New Tleans Louisiana, representing

a value of Three hundred fifty dollars (\$350.00) -- which is included in the above specified amount of consideration and which said shares are assigned and transferred or to be transferred to said grantees herein.

It is understood and agreed between the parties hereto that the said grantor, may, at his option, at any time within twelve months from the said 9th day of December,1931, repurchase the said property above described and conveyed, including said shares of stock, apon the payment by him to said grantees of the said sum of \$1,637.95, with interest from said 9th day of December, 1931, together with the amount of any payment or payments that may have been made by said grantees subsequent to said last mentioned date on the said mortgage indebtedness to said The Federal Land Bank, together with any amount or amounts of taxes that may have been paid by said grantees accruing subsequent to the tax year 1931, (it being understood that a payment to said Federal Land Bank, past que, on said 9th day of December,1931, and the taxes for the year 1931, are included in the said amount of \$1,637.95, consideration specifically mentioned herein, and said two items are not to be otherwise paid by said grantee in case he exercises his option to repurchase as herein provided) together with the amount or amounts that may have been expended by said grantees for the erection of necessary, permanent improvements that may have placed on said property; together with interest on said several items of expense accruing after the said 9th daysof December,1931,

In the event the grantor herein elects to exercise his option to repurchase said property as herein provided, and complies with the terms thereof, the said grantees herein agree, by the acceptance of the delivery of this deed, to reconvey said above described and conveyed property to said grantor herein, by warranty deed, except as to said mortgage to said The Federal Land Bank, payment of the then balance that may be owing thereon, to be assumed by said grantor herein; and provided that, in the event of the exercise of said option at any time before the day preceding the expiration thereof, the said grantees herein shall retain possession and usufrunt of and to said property until the oth day of December, 1932, the date of the expiration of said option.

TO HAVE AND TO HOLD, the aforegranted property, under the conditions herein set forth, unto the said Grover L. Cleveland and Cage Head, their heirs and assigns, forever.

And said Grantor, R.F.Fleming, hereby COVENANTS with said Grantees Grover L. Cleveland and Cage Head, their heirs, administrators, executors and assigns that, except as to the said mortgage lien of said The Federal Land Ban: of New Orleans, Louisiana, he is lawfully seized of said premises, that he has a good right to sell and convey the same as he does hereby and that he will warrant and defedd the title to the same to said grantees, their heirs, administrators, executors, and assigns, against the lawful claims of any and all persons whomseever, except said Federal Land Bank, as based on said mortgage.

In Testimony Whereof, said grantor, R.F.Fleming, hereunto sets his hand and seal on this the 4 day of Feby 1932.

The State of Alabama, Jefferson Caunty)

R.F.Fleming \\ (STAL)

I, I. S. Hoffpanil A Notary Jublic in and for said County, in said State, hereby certify that R.F.Fleming, whose name is signed to the foregoing conveyance, and who is 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 this the 4th day of February 1952.

I S Hoffpanil, Notary Public.

State of Alabama, Shelby County) I, Cage Head, Judge of Probate hereby certify that the within deed was filed for record in this office March 19th 1932, at 11 o'clock AM and recorded in
Deed Record 93 and page 344 and examined, April 30th 1932.

Cage Head, Judge of Probate.