672

.. Amout \$50.00

## DEED IN LIEU OF FORECLOSURE.

STATE OF ALABAMA, SHELBY COUNTY)

. .

indebted to R.J. Mabry in the full sum as appears from the mortgage hereinafter mentioned, besides taxes advanced by the said R.J. Mabry heretofore on the property contained in said mortgage, and which said mortgage is that certain mortgage and debt which appears of record in the record of mortgages book 158 page 292 in the office of the Judge of Probate, in Shelby County Alabama;, and,

WHEREAS the said J.H. Sims is unable to pay the mortgage debt and taxes aforesaid, and is desirous of re-conveying the property contained and described in said mortgage to said R.J. Mabry in extinguishment of all of the indebtedness of the said J.H. Sims to the said RIJ. Mabry; and,

WHEREAS, the said R.J.Mabry is willing to except a deed from the said J.H.Sims and his wife, Jettie Sims in lieu of foreclosure of said mortgage;, and, is willing to pay the said J.H.Sims and his wife, Jettie Sims the sum of \$50.00 as a consideration for the conveyance by the said J.H.Sims and wife Jettie Sims of any and all rights of redemption which the said J.H.Sims and wife Jettie Sims, either now have or may hereafter have in and to the lands below described; and,

WHEREAS, the said J.H.Sims and wife Jettie Sims are desirous of perfecting full and complete title in the said R.J.Mabry in and to the lands below described by this conveyance;

THEREFORE, for and in consideration of the premises and the further consideration of the sum of \$50.00 in hand paid by the said R.J.Mabry to the said J.H.Sims and wife, Jettie Sims, receipt of which is hereby acknowledged, we, the said J.H. Sims and wife, Jettie Sime, grantors, do hereby grant, bargain, sell and convey under the said R.J. Mabry all our rights, title, interest, claim and demand including statutory and equitable rights of redemption, together with any and all other rights which we now have or may hereafter have in and to the following described real-estate situated in Shelby County, State of Alabama to-wit: A part of the SE of the NW of Section 2 Rownship 20 Range 1 West described as follows: Beginning where the Chelsea public road crosses the little creek at or near the SW corner of said forty acres, thence north along public road 1024 feet more or less to a drain that leads easterly from Loftin Quinn's old house place, themce in an easterly direction along said drean to where it empties into Yellow Leaf Creek, a distance of about 200 yards, thence southerly along said creek to the south line of said forty acres, thence west along said south line to the point of beginning, containing 10 acres more or less: also the NE4 of the SW4 of said Section 2 containing 40 acres more or less; also, the East half of the NW of the SW of said Section 2, all in Township 20, Range The mineral rights in the above described lands are hereby reserved, according to deed to S.M.Simmons.

It is agreed by the grantors and grantee that possession of said lands is to be surrendered by grantor and tenants by December 20, 1932 and that said R.J.Mabry holds \$25.00 of said \$50.00 until said premises are delivered and that a failure to deliver possession there of by said time, said J.H. Sims and Jettie Sims forfeit said \$25.00 to said R.J.Mabry as liquidated damages for failure to surrender possession by said date.

TO HAVE AND TO HOLD, the above granted premises under the said

R.J.Mabry his heirs and assigns forever. And we do, for ourselves and for our own heirs, executars and administrators covenant with with the R.J.Mabry, his heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances; that we have a good right to sell and convey the same as foresaid; that we will and our hairs, executors and administrators shall warrant and defend the same to the said R.J.Mabry his heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 1st day of December, 1932.

WITNESSES:

J.H.Sims

(SEAL)

Jettie Sims

(SEAL)

THE STATE OF ALABAMA, SHELBY C'UNTY)

I, J I Crane, a Notary Public in and for said County, in said State, hereby certify that J.H. Sims and wife Jettie Sims 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, 1st day of December 1932.

J I Crane, Nofary Public. Shelby County, Alabama.

THE STATE OF ALABAMA, I, J I Crane, a Notary Public in and for said County, in said State, do hereby certify that on the day of December 1932, came before me the within named Jettie Sims known to me (or made known to me), to be the wife of the within named J.H.Sims 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, constraints, or threats on the part of the husband.

Given under my hand this the 1st day of December 1932.

J.I.Crane, Notary Public, Shelby

County, Alabama.

STATE OF ALABAMA, SHELBY COUNTY)

I, Cage Head, Judge of Probate hereby certify that the within foreclosure or deed in lieu of foreclosure was filed for record in this office December 3rd 1932 and recorded in deed record 95 and page 68 and examined, December 14th 1932.

Cage Head, Judge of Probate.

STATE OF A SOUTH A

hereby certally, that.

I hereby certally, that.

rivilege Tax

hes been paid on the within
matriment as required by
law.

CAGE MEAD, J JUDGE OF PRODATE