

STATE OF ALABAMA,
SHELBY COUNTY)

Whereas, on the 2nd day of July 1929, Alabama Lime & Stone Corporation executed to F.H.Hardy a warranty deed, by which it conveyed to him the following property situated in Shelby County, Alabama - S $\frac{1}{2}$ of SW $\frac{1}{4}$ Sec. 18, and W $\frac{1}{2}$ of NW $\frac{1}{4}$ Sec. 19, all in T.P. 22 So. Range 2 West-

Alabama, for the recited consideration of Twelve hundred dollars--

and which said deed is recorded in the Probate Office of Shelby County Alabama, in deed book #88 page 521; and, WHEREAS, the purchase price of said property was not paid but was evidenced and secured by mortgage executed by said F.H.Hardy, which was acknowledged by him before A.B. Baxley, a Notary Public, on the 24th day of July 1929, and which said mortgage is recorded in the Probate Office of Shelby County, Alabama, in Mortgage Book 158 and, page 334 on the 10th day of August 1929, Whereas, said deed was delivered to said F.H.Hardy, July 16th, 1929 at which time said mortgage was delivered by him to said Alabama Lime & Stone Corporation, to evidence and secure the purchase price of said property recited in said deed; and,

Whereas, said mortgage and the indebtedness secured and evidenced thereby have heretofore been assigned and transferred by said Alabama Lime & Stone Corporation, for a valuable consideration, to Coosa Land Company, a corporation; and,

Whereas, said Coosa Land Company, a corporation, is now the owner of said mortgage; and, Whereas, none of the indebtedness evidenced and secured by said mortgage has been paid, and the same is past due;

Now, Therefore, in consideration of the indebtedness secured and evidenced by said mortgage and in satisfaction thereof, the said F.H.Hardy, and wife Julie P. Hardy, do grant, bargain, sell and convey unto the said Coosa Land Company, a corporation, the property in said mortgage described viz:

S $\frac{1}{2}$ of SW $\frac{1}{4}$ Sec. 18, and W $\frac{1}{2}$ of NW $\frac{1}{4}$ Sec. 19 All in T P 22 So. Range 2 West.

TO HAVE AND TO HOLD to the said Coosa Land Company, a corporation, its successors and assigns forever.

And we do for ourselves and for our heirs, executors and administrators covenant with the said Coosa Land Company, a corporation, its successors 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 aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Coosa Land Company, a corporation, its successors and assigns, forever, against the lawful claims of all persons.

It is understood and agreed, however, that this deed is executed in lieu of a foreclosure of said mortgage and the grantors herein or either of them shall have the right to redeem said property within two years from the date of this deed, upon payment of the amount of said mortgage indebtedness together with the interest thereon, as provided in said mortgage, together with all legal charges against said property for improvements, taxes, insurance or other legal charges, as provided by law and to the same extent as would be due at the time of said redemption should said mortgage have been regularly foreclosed under the power of sale contained therein.

Witness our hands this the 14th day of Feb 1934.

F.H.Hardy L.S.

Julia P. Hardy L.S.

STATE OF ALABAMA,
SHELBY COUNTY)

I, J W Burgess, a Notary Public in and for said County, in said State, hereby certify that F H Hardy, Julia P. Hardy, 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--14 Feb 1934

J W Burgess, Notary Public.

THE STATE OF ALABAMA,
SHELBY COUNTY)

I, J W Burgess, a Notary Public in and for said County, in said State, hereby certify that on the---Jula S Hardy-- came before me the within named *Juei S Hardy* ~~Fred H Hardy~~, known to me to be the wife of the within named *Fred Hardy* 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, without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand this the *14 Feb 1934*

J W Burgess, Notary Public.

Filed for record in this office March 5th 1934 at 2 o'clock AM and duly recorded in deed record 97, page 223 and examined.

Cage Head, Judge of Probate.

foreclosure, no state tax due