State of Alabama)
Shelby County

Whereas, Roberta Lyman and husband, E. S. Lyman, Jr., on the 11th day of September, 1929, executed to Eloise Meroney a mortgage to secure an indebtedness therein recited, and which mortgage is recorded in the Probate Office of Shelby County, Alabama, in mortgage book 134 at page 579; and,

Whereas, the aforementioned mortgage was not paid and was foreclosed under the power therein contained on the 30th day of January, 1937, and at the foreclosure sale Eloise Meroney became the purchaser at and for the sum of one hundred and fifty dollars, and which foreclosure sale is evidenced by foreclosure deed, which is recorded in the Probate Office of Shelby County, Alabama, in deed book, at page 30; and,

Whereas, the amount bid at/sale and the amount for which said land was sold at said foreclosure sale was not and is not the amount due on said mortgage, but the true amount due on said mortgage was the principal sum secured by said mortgage with interest to the date of sale, all of which amounted to three hundred, eighty one & 31/100 dollars; and

Whereas, said Eloise Meroney desires to sell said property to F. May Lyman; and Whereas said F. May Lyman desires to purchase the same at and for three hundred Whereas said F. May lyman has this day purchased said property from said Eloise

Meroney, who has executed to her a deed thereto, which deed was this day filed for record in the Probate Office of Shelby County, Alabama, and is recorded in deed book 100 at page 378 in said office; and

Whereas, it is agreed, as a part of the consideration for the execution of said deed and as a part of the consideration for the purshase of said land, that said Eloise Meroney shall transfer and assign to said F. May Lyman the indebtedness secured by said mortgage and evidenced thereby;

Therefore, in consideration of the premises and the sum of one dollar to the undersigned Eloise Meroney in hand paid by F. May Lyman, the receipt of which is acknowledged said Eloise Meroney dees hereby gransfer and assign to said F. May Lyman all and singular the indebtedness secured and evidenced by the mortgage aforesaid, together with all and singular the rights and title to said land in said mortgage described, and the right to receive for her own use and benefit all and singular any and all sums which may be necessary for a redemption of said property from said mortgage foreclosure sale, & but all without recourse on her.

In witness whereof the said Eloise Meroney has hereunto set her hand and seal on the 25th day of May, 1937.

Attest L. H. Ellis

State of Alabama)
Shelby County

Eloise Meroney

F. May Lyman baving sold to Robert P. Holcomb, a portion of the lot described and conveyed in the mortgage and deed referred to in the foregoing transfer or assignment, and in consideration of the amount paid to her by said Robert Holcomb for said property, and for the further consideration of one dollar to her in hand paid by said Robert P. Holcomb, the receipt of which is acknowledged, the said F. May Lyman does hereby transfer and assign and set over to said Robert P. Holcomb the within contract, assignment or transfer, conveying, granting and giving to him all and singular the rights and privileges conveyed, granted, or given to her under and by virtue of the terms thereof, hereby substituting said Robert Holcomb in her place and stead, under the terms and conditions of said contract, and hereby transfers and assigns to him all the right to receive and have for his own Benefit, all and singular all monies which may accrue, be paid or be necessary to be paid to effect a redemption of said property from said foreclosure sale; and I hereby transfer and assign to him, for said valuable consideration aforesaid, all the indebtedness evidenced and secured by said mortgage.

Given under my hand and seal this the 3rd day of March, 1938.

F. May Lyman

Attest: L. H. Ellis.

Filed for record in this office the 3-8-38 and recorded in Deed Record #103 page 492 L. C. Walker, Judge of Probate