

SEE ORIGINAL MORTGAGE, MORTGAGE RECORD 155 PAGE 89.

STATE OF ALABAMA
SHELBY COUNTY

THIS INDENTURE, Made and entered into on this the 21st day of November, 1941, by and between the undersigned O. P. Head and wife, Sarah L. Head of Shelby County, Alabama, party of the first part; and L. C. Walker, party of the second part,

WITNESSETH:

That, Whereas, a mortgage was executed by the party of the first part to the party of the second part on the 3rd day of July, 1929, to secure an indebtedness of Three Thousand Four Hundred Forty¹/₂ One and 08/100 Dollars (\$3,441.08), which said indebtedness, with interest thereon at this date, amount to the sum of Seven Thousand Eighty-three and 65/100 (\$7083.65) Dollars, and,

WHEREAS, said indebtedness is due and payable , and the party of the first part is unable to pay the same; but is desirous of saving the expense of a foreclosure of said mortgage under the power of sale contained in the same:

NOW THEREFORE, in Consideration of the Premises, and in further consideration of the sum of Three Thousand (\$3000.00) Dollars, in hand paid to the party of the first part by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part has granted, bargained and sold and by these presents does grant, bargain, sell and convey unto the party of the second part the following described property situated in the County of Shelby, the town of Montevallo, and the State of Alabama , to-wit:

A part of that certain lot in the Town of Montevallo sometime called "Lot No. 55" heretofore known as and called " The Undergrift Home Lot" and which lies opposite to and across North Boundary Street from Lot No. 29, according to the "Original Plan" of said town, as recorded in the Office of the Probate Judge of said Shelby County, and which part of said lot hereby conveyed is more particularly described as follows; to-wit: Beginning at the easternmost intersection of North Boundary Street (Sometimes called "Walnut Street") with Valley Street, according to said original Plat or Plan running thence northeast, along Valley Street, seventy-five (75) feet, more or less, to the line of what has heretofore been known as and called "The E. G. Walker Lot", thence southeasterly along the line of said Walker Lot and parallel with said North Boundary Street a distance of One hundred fifty (150) feet; thence southwest parallel with Valley Street a distance of seventy-five (75) feet, more or less, to the northeast line of said North Boundary Street and thence northwest, along said last mentioned line one hundred fifty (150) feet, to said point of beginning. The same being the property upon which said parties of the first part recently resided.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the party of the second part and unto his heirs and assigns in fee simple.

It is agreed between the parties to this instrument that the same shall operate and have effect as though said mortgage had been foreclosed under the power contained in the same, and the property herein described purchased by the said L. C. Walker at and for the sum of Three Thousand (\$3,000.00) Dollars.

It is further agreed between the party of the first part and the party of the second part that for and in consideration of the premises and the further consideration of the sum of One Dollar, the receipt whereof is hereby acknowledged, that the said party of the first part do hereby remise, release, quit claim, relinquish and conveys to the said party of the ^{Second} part all right of redemption under the laws of the State of Alabama in and to the property herein described.

In Testimony of all which the party of the first part has hereunto set their hands and seals on this the 21st day of November, 1941.

O. P. Head (SEAL)
Sarah L. Head (SEAL)

WITNESS

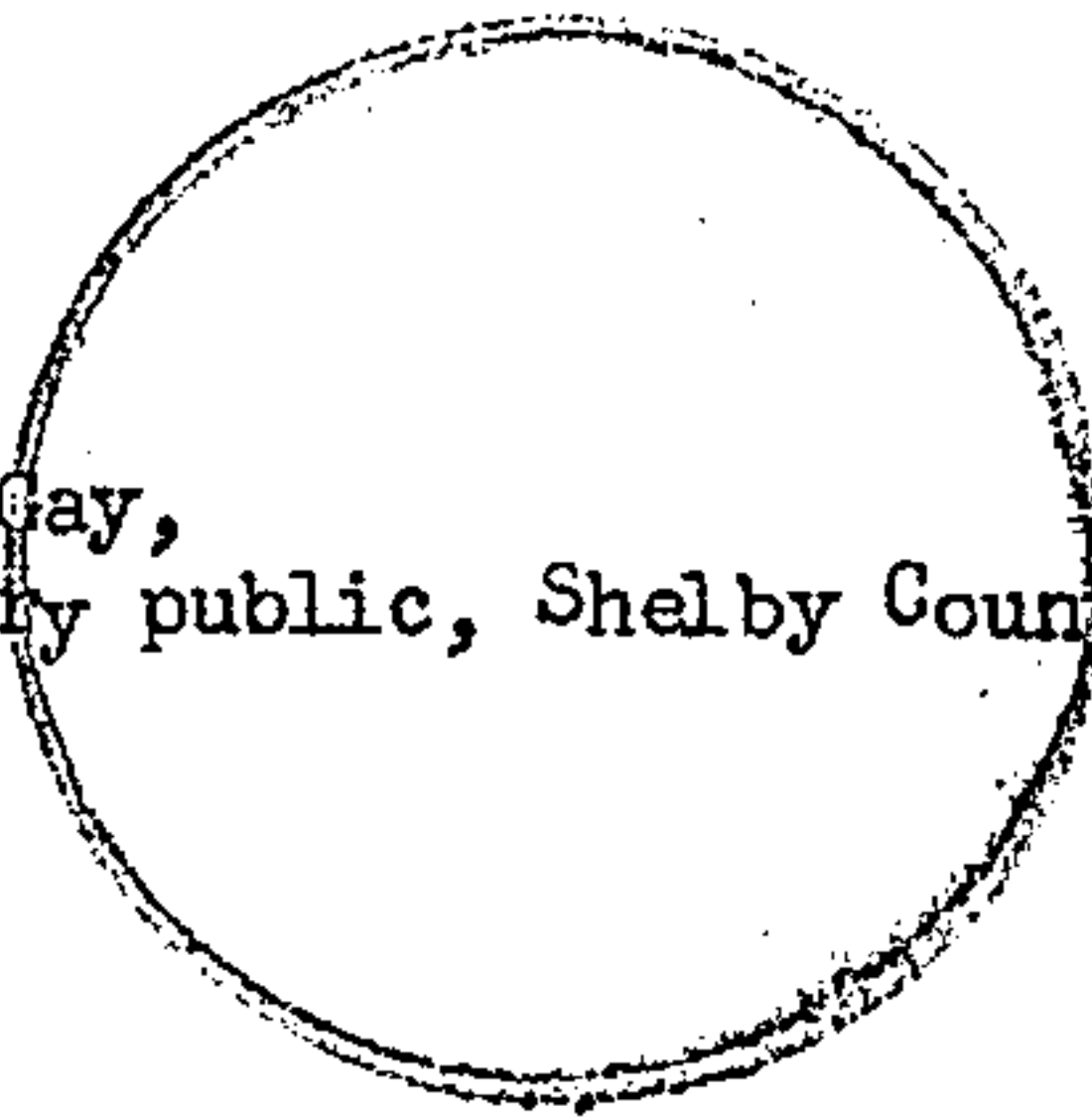
STATE OF ALABAMA
SHELBY COUNTY

I, O. T. Gay, a Notary public in and for said County and State, hereby certify that O. P. Head and wife, Sarah L. Head, whose names are signed to the foregoing conveyancy, and who are known to me,

acknowledged before me on this day, that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 21st day of November, 1941.

O. T. Gay,
Notary public, Shelby County, Ala.

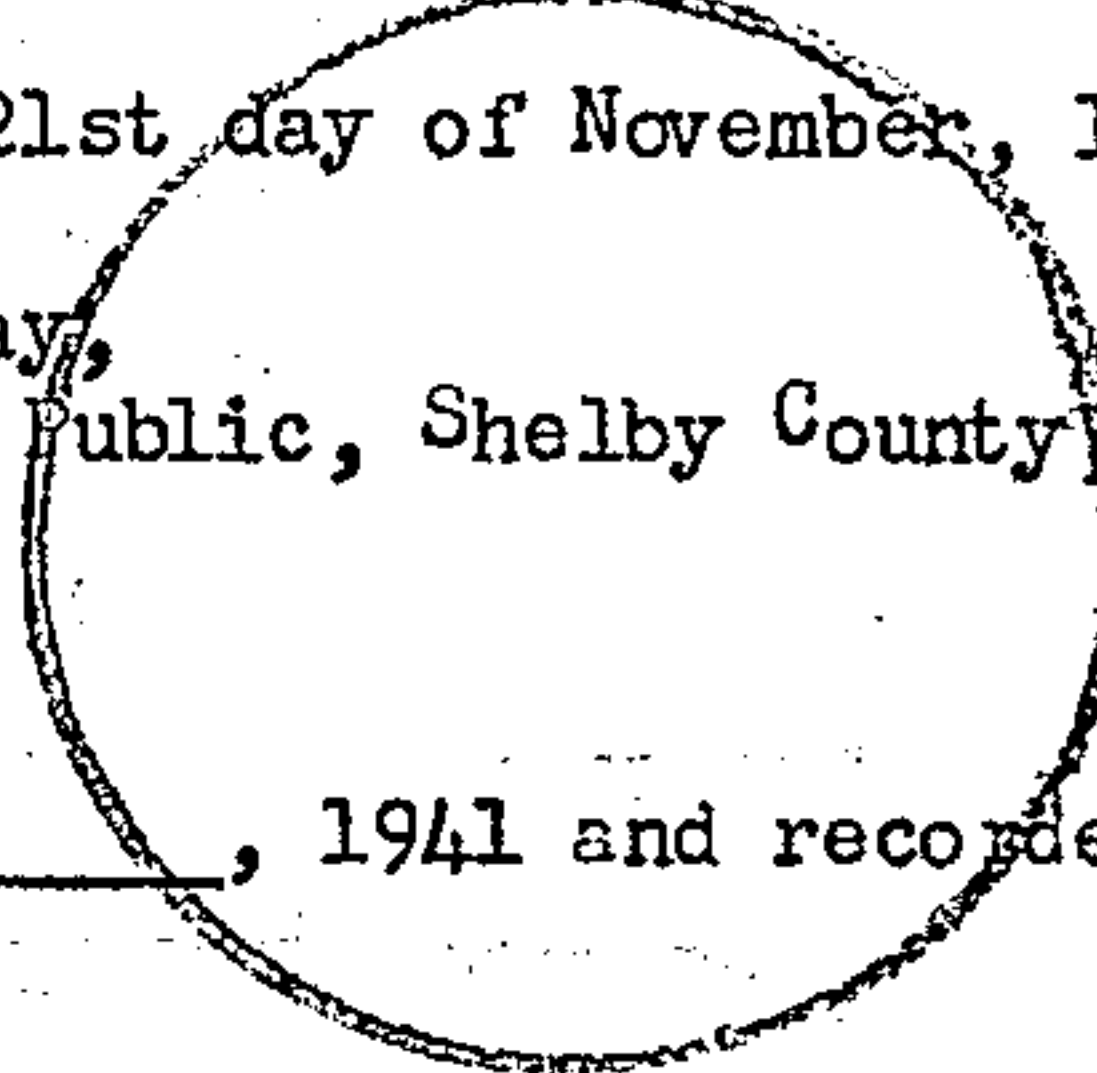


STATE OF ALABAMA
SHELBY COUNTY

I, O. T. Gay, a Notary public in and for said County in said State, do hereby certify that on the 21st day of November, 1941, came before me the within named Sarah L. Head, known to me to be the wife of the within named O. P. Head, 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, constraint or threats on the part of her husband.

In Witness Whereof, I have hereunto set my hand this the 21st day of November, 1941.

O. T. Gay,
Notary Public, Shelby County, Alabama.



Filed in the office of the Probate Judge the 3rd day of December, 1941 and recorded in the Deed Record 112 on page 489.

A handwritten signature of L. C. Walker, Judge of Probate, located to the left of the printed name.

L. C. Walker, Judge of Probate