\$00.55 Federal Stamps Cancelled on this deed

Deed

STATE OF ALABAMA
COUNTY OF SHELBY

This indenture, made and entered unto this the 3rd day of June, 1940, by and between the undersigned, A. H. Cost and wife, Lula Cost, of Keystone, said county and state, party of the first part, and T. J. Ellison party of the second part, witnesseth:

That whereas, a mortgage was executed by the part of the first part to the party of the second part on the 4th day of Movember, 1939, to secure an indebtedness of One Hundred fifty Dollars (\$150.00), which said indebtedness with interest thereon at this date, court cost accrued in the Chancery Court of Shelby County, Alabama, in a proceeding to correct the description of the property intended to be conveyed by said mortgage and Twenty five dollars (\$25.00) as a reasonable attorney's fee for the service of the attorney representing the said T. J. Ellison, amounts to the total sum of One hundred ninety four dollars and ninety cents (\$194.90); and,

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

Whereas in the preparation and drawing of said mortgage there was a mistake made in the description of the property which was intended to be conveyed by the said mortgage, wherein the lands were described as follows:

Begin at the south east corner of the north west quarter of Section 25, Township 20, Range 3
West. Thence north along the east boundary of said north west quarter of Section 25, 1324.3 feet;

thence along an arc of a curve of the right whose center angle is 31 degrees and 30 minutes in radius is 741.8 feet for a distance of 203.5 feet. Thence angent to said curve 38.4 feet; thence with an angle of 90 degrees and 10 minutes to the right 1082.5 feet. Thence with an angle of 106 degrees and 17 minutes to the left a distance of 1243 feet more or less to the point of beginning containing 35 acres more or less.

But as a matter of fact the above description was incorrect and vague due to a mutual mistake of the mortgager and the mortgagee; and,

Whereas it was the purpose, intention, and agreement of the mortgager and mortgagee that the hereinafter described property should have been conveyed by the said mortgage; now therefore, in consideration of the premises, and in further consideration of the sum of One dollar (\$1.00) 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 present does grant, bargain, sell and convey unto the party of the second part the following described property, situated in the county of Shelby, state of Alabama, to-wit:

Begin at the southeast corner of the northwest quarter and run northwardly along the east boundary of said north west quarter 1324.5 feet more or less, thence turn an angle of 89 degrees 19 minutes to the left and run 1308 feet, more or less, to the east side of the right of way of the Montgomery-Birmingham highway to a point; thence southwardly along the east side of said right of way a distance of 203.5 feet, more or less, to a point, last mentioned distance being along the arc of a curve whose central angle is 31 degrees 39 minutes and whose radius is 741.8 feet; thence southwardly tangent to said curve 38.4 feet, more or less, to a point; thence turn an angle of 90 degrees 10 minutes to the left and run 421 feet, more or less, to the northeastwardly corner of the Ruby Crim lot; thence turn an angle of 90 degrees 10 minutes to the right and run 1082.5 feet to the south line of said north west quarter to a point thence run eastwardly along the south side of said north west quarter to the point of beginning; containing 35 acres more or less. Said land being situated in Section 25 Township 20 Range 3 West, in Shelby County, State of Alabama; except lot owned by or sold to state, or Shelby County.

Together with all and singular the tennents, herieditements and appurtenances thereunto belonging or in any wise appertaining.

To have and to hold the last above described property unto the said 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 same, and the last above described property purchased by the said T.J. Ellison at and for the sum of One hundred ninety four dollars ninety cents (\$194.90).

It is agreed between the parties to this instrument that the party of the first part shall have two years from this date within which to redeem the last above described property by the payment of One hundred ninety four dollars ninety cents (\$194.90) and interest from date, and by the payment of all lawful charges as provided for by law, as if the aforementioned mortgage had been regularly foreclosed by the power of sale therein contained, to the party of the second part, his heirs or assigns.

Witnessour hands and seals this 3rd day of June 1940.

A. H. Cost (L.S.)

Luda Cost (L.S.)

THE STATE OF ALABAMA
SHELBY COUNTY

I, R. L. Roy a Justice of the Peace in and for said County, in said State, hereby certify that A. H. Cost, and wife, Lula Cost 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 within conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 3rd day of June, 1940.

R. L. Roy, J. P.

(SEAL)

THE STATE OF ALABAMA .

I, R. L. Roy, in and for said County, in said State hereby Certify that on the 3rd day of June 1940 came before me the within named Lula Cost known to me to be the wife of the within named A. H. Cost who being examined separate and part from her husband, in reference to 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 the husband.

In witness whereof, I hereunto set my hand and seal this 3rd day of June, 1940.

R. L. Roy, J. P.

Filed for record in this office on the 24th day of April, 1942, at 1 o'clock P. M. and duly recorded on the 24th day of April, 1942.

STATE OF ALABAMA

SHELBY COUNTY

I hereby certify that

S\_\_\_\_\_\_\_ Frivilege Tax

has been paid on the within
instrument as required by

low.

L. C. WALKER,

JUDGE OF PHOBATA

L. C. Walker, Judge of Probate