EXCHANGE DEED #1267 Value of the property not over \$500.

STATE OF ALABAMA
SHELBY COUNTY

No Federal Stamps Canceled on this deed

THIS INDENTURE, made this 10th day of February, 1945, between Horace Morris, and Mildred Morris, his wife, of Shelby County, Alabama, party of the first part, and T. W. Morris, and Annie Morris, his wife, of Shelby County, Alabama, party of the second part, and the United States of America, acting by and through the Secretary of Agriculture, pursuant to the provisions of Title I of the Bankhead-Jones Farm Tenant Act, party of the third part, hereinafter called the "Government";

WITNESSETH: THAT,

WHEREAS, the party of the first part is the owner of a certain tract of land in Shelby County, Alabama, described as follows:

The East Half of the Southeast Quarter of Section 3, Township 21, Range 1 East, Shelby County, Alabama, except public road and railroad rights of way, containing 80 acres, more or less; and,

being the same tract of land that was conveyed to the party of the first part by a certain deed dated October 6, 1941; and

WHEREAS, the party of the second part is the owner of a certain tract of land in Shelby County, Alabama, described as follows:

The East Half of the Northeast Quarter and the East Half of the Southwest Quarter of the Northeast Quarter, Section 3, Township 21, Range 1 East, and also the Southeast Quarter of the Southeast Quarter, Section 34, Township 20, Range 1 East, containing in all 140 acres, more or less,

being the same tract of land conveyed to the party of the second part by a certain deed dated August 29, 1944; and

WHEREAS, the land of the party of the first part is described in a certain mortgage made by the party of the first part to the Government to secure the payment of the sum of Thirty-two Hundred Fifteen and No/100 Dollars (\$3215.00), which mortgage is dated the 6th day of October, 1941, and recorded in the Office of the Judge of Probate of said county, on the 6th day of October, 1941, in Book 187, Page 371, said mortgage to be designated hereinafter as "Mortgage A"; and

WHEREAS, the land of the party of the second part is described in a certain mortgage made by T. W. Morris, and wife, Annie Morris, to the Government to secure the payment of the sum of Eleven Hundred and No/100 Dollars (\$1100.00), which mortgage is dated the 29th day of August, 1944, and recorded on the same day in Book 193, Page 247, in the Office of the Judge of Probate of said county, said mortgage to be designated

hereinafter as "Mortgage B"; and

WHEREAS, the said party of the first part, and the party of the second part have agreed upon an exchange of certain portions of their lands, and are desirous of conveying to each other so much of the tract of each as is necessary to effect such exchange; and

WHEREAS, it is the desire of all parties hereto that the party of the first part have the following tract of land, which shall be hereinafter designated as "Tract A", and which is described as follows:

East  $\frac{1}{2}$  of Southwest of the Northeast  $\frac{1}{4}$ , Sec. 3, Township 21 South, Range 1 East, Shelby County, Alabama; and

WHEREAS, the said party of the second part shall have the following tract of land hereinafter designated as "Tract B":

5 acres of even width off the East Side of the  $NE_{4}^{1}$  of the  $SE_{4}^{1}$ , and  $2\frac{1}{2}$  acres of even width off the East side of the  $N_{2}^{1}$  of the  $SE_{4}^{1}$  of the  $SE_{4}^{1}$ , and  $7\frac{1}{2}$  acres of even width off the East side of the  $S_{2}^{1}$  of the  $SE_{4}^{1}$  of  $SE_{4}^{1}$ , all in Sec. 3, Township 21, South, Range 1 East, Shelby County, Alabama; and

WHEREAS, it is the desire of all parties hereto that the title in fee simple to "Tract A" shall be transferred to the party of the first part and be placed under the lien of "Mortgage A", and that the title in fee simple to "Tract B" shall be transferred to the party of the second part, and be placed under the lien of "Mortgage B", and that those parts of "Tract A" described in "Mortgage B" shall be released from the lien of "Mortgage B" and those parts of "Tract B" described in "Mortgage A" be released from the lien of said "Mortgage A".

NOW, THEREFORE, THIS INDENTURE, WITNESSETH THAT:

The party of the first part, together with Mildred Morris, his wife, does hereby grant, bargain, sell and convey to the party of the second part the lands hereinabove described as "Tract B"; and

The party of the second part, together with Annie Morris, his wife, does hereby grant, bargain, sell and convey to the party of the first part the land hereinabove described as "Tract A"; and

The party of the first part and Mildred Morris, his wife, do hereby spread the lien of "Mortgage A" to include all of "Tract A" in the description in said mortgage; and

The party of the second part and Annie Morris, his wife, do hereby spread the lien of "Mortgage B" to include all of "Tract B" in the description in said mortgage; and

The Government does release the lands referred to as "Tract A", described in Mortgage B", from the lien of the said mortgage; and

The Government does release the lands referred to as "Tract B", described in "Mortgage A", from the lien of said mortgage.

All other terms and conditions of Mortgages "A" and "B" shall remain in full force and effect and shall not be modified in any respect by this agreement, and all the terms and conditions of any instruments and obligations secured by said mortgages shall not be affected by this instrument.

The consideration for the conveyance of "Tract A" shall be the conveyance of "Tract B" and vice versa; and the releasing of these lands from the liens of the respective mortgages shall be the consideration for the spreading of the liens of each of said mortgages over the respective tracts, and vice versa.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Horace Morris (SEAL)

Mildred Morris (SEAL)

T. W. Morris (SEAL)

Annie Morris (SEAL)

THE UNITED STATES OF AMERICA

BY E. S. Morgan, Regional Director, Region V

Farm Security Administration

United States Department of Agriculture

THE STATE OF ALABAMA

SHELBY COUNTY

I, S. A. Lokey, a Notary Public in and for said County, in said State, do hereby certify that T. W. Morris and Annie Morris, whose name(s) 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 and seal, this 10th day of February.

S. A. Lokey, Notary Public

My commission expires Oct. 27, 1947

Notarial Seal

THE STATE OF ALABAMA

SHELBY COUNTY

I, S. A. Lokey, a Notary Public in and for said County, in said State, do hereby certify that on the lo day of February, 1945, ceme before me the within named Annie Morris, known to me to be the wife of the within named T. W. Morris, 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 without fear, constraints or threats on the part of the husband.

Given under my hand and seal, this 10th day of February.

S. A. Lokey, Notary Public.

My commission expires Oct. 27, 1947

Notarial Seal

MONTGOMERY COUNTY)

STATE OF ALABAMA )

I, Elizabeth R. Blackmon, a Notary Public in and for said County, in said State, hereby certify that E. S. Morgan whose name as Regional Director of the Farm Security Administration, Region V, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, in his capacity as Regional Director of the Farm Security Administration, Region V, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 27 day of January, 1945.

Elizabeth R. Blackmon, Notary Public

Notanial Seal

Montgomery County, State of Alabama

My commission expires: My commission Expires Dec. 2,1947

THE STATE OF ALABAMA
SHELBY COUNTY

I, S. A. Lokey, a Notary Public in and for said County, in said State, do hereby certify that Horace Morris and Mildred Morris, whose name(s) 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 and seal, this 10th day of February, 1945.

Notarial Seal

S. A. Lokey, Notary Public

My commission expires Oct. 27, 1945.

THE STATE OF ALABAMA

SHELBY COUNTY

I, S. A. Lokey, a Notary Public in and for said County, in said State, do hereby certify that on the 10th day of February, 1945, came before me the within named Mildred Morris, known to me to be the wife of the within named Horace Morris, 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 without fear. constraints or threats on the part of the husband.

Given under my hand and seal, this 10 day of February.

My commission expires: Oct. 27th, 1947

S. A. Lokey, Notary Public. Notarial Seal

Filed for record in this office on the 22nd day of March, 1945, at four o'clock P. M. and duly recorded in Deed Record Vol. 119 on pages 582 et sequitur and examined.

BHELBY COUNTY

hereby certify that a privilege Tex name been said on the within lastrument as required to low.

L. C. WALKER, Word of Phomas's L. C. Walker, Judge of Probate