

STATE OF ALABAMA)
BLOUNT COUNTY)

SS.

MORTGAGE TRANSFER

FILED 4 APRIL 1959

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Minnie R. Bishop and husband, Maurice F. Bishop, by, for and in consideration of the sum of Ten Thousand Dollars (\$10,000.00) to us paid by J. J. Hightower, the receipt and sufficiency whereof is hereby acknowledged, do hereby assign, transfer, deliver and set over unto the said J. J. Hightower all of the right, title and interest which we have or hold in or to that certain mortgage made and executed by Creel Investment Company on May 8, 1952, and recorded in Record of Mortgages, Volume 69, at page 531, in the office of the Probate Court of St. Clair County, Alabama, and in volume 223, at page 226, in the office of the Probate Judge of Shelby County, Alabama together with all and singular the following premises therein described, to-wit:

The $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 33, Township 17, Range 2 East;

All that part of the $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ lying South and West of Kelly's Creek;

The $SE\frac{1}{4}$ of Section 32, Township 17, Range 2 East, less the North 10 acres of the $NE\frac{1}{4}$ of the $SE\frac{1}{4}$ and 1 acre in the SE corner of $SE\frac{1}{4}$ of the $SE\frac{1}{4}$, known as the Methodist Church lot;

Also, a part of lot owned by J.C. Spruiell, described as follows: Beginning on the East line of the $SE\frac{1}{4}$ of the $SE\frac{1}{4}$, 140 yards North of the SE corner of said forty, go North 40 yards, thence West 115 yards, thence South 70 yards and thence East 115 yards to point of beginning;

The $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 32, Township 17, Range 2 East;

The $N\frac{1}{2}$ of Section 5, Township 18, Range 2 East, with the exception of 6 acres in the SE corner of the $SE\frac{1}{4}$ of the $NE\frac{1}{4}$ and South and East of Buckhorn Branch. All of the $N\frac{1}{2}$ of $NW\frac{1}{4}$ of Section 4, Township 18, Range 2 East lying West of Kelly's Creek;

Also, all that part of the $S\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 4, Township 18, Range 2 East, lying North of Buckhorn Branch. All of that portion of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 4, Township 18, Range 2 East lying between Kelly's Creek and Buckhorn Branch. Situated in St. Clair County and Shelby County, Alabama. Reserving 1/16 interest in all gas and oil (but no minerals) in, under and upon said property.

Part of the $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 33, and part of the $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 32, Township 17, Range 2 East, described as follows: Beginning at a point in the $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 33, Township 17, Range 2 East, 14 yards East of the West boundary line

of said Section 33, being 14 yards due East from the NE corner of Trinity Baptist Church lot, which is located on the SE $\frac{1}{4}$ of said SE $\frac{1}{4}$ of Section 32, thence North 70 yards, thence West 140 yards, thence South 70 yards, thence East 140 yards to the point of beginning, containing two acres, more or less, situated in St. Clair and Shelby County, Alabama, warranted free from all encumbrances and against any adverse claims;

and the obligations therein mentioned, and the deed secured thereby and the monies due or to become due thereon, together with interest from and after February 1, 1953, and all our right, title and interest in and to the above described property.

THIS TRANSFER AND ASSIGNMENT, HOWEVER, IS MADE WITHOUT GUARANTY OF THE VALIDITY OR PAYMENT AND WITHOUT ANY RECOURSE ON OR AGAINST THE UNDERSIGNED. Interest on the note secured by said mortgage has been paid to February 1, 1953, and the principal of said note secured by said mortgage, and interest due only after February 1, 1953, are subject to said assignment.

IN TESTIMONY AND WITNESS WHEREOF, the parties hereunto have hereto set their hands and affixed their seals, on this 2nd day of February, 1953.

Minnie R. Bishop (L.S.)
Minnie R. Bishop

Maurice F. Bishop (L.S.)
Maurice F. Bishop

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, W. H. Collier, a notary public in and for said County in said State, hereby certify that Minnie R. Bishop and her husband, Maurice F. Bishop, who are known to me and whose names are signed to the foregoing conveyance, 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 official seal, this 2 day of February, 1953.

W. H. Collier
Notary Public

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, W. H. Collier, a notary public in and for said county in said State, hereby certify that on the 2 day of February, 1953, came before me the within named Minnie R. Bishop, known to me to be the wife of the within named Maurice F. Bishop, 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, constraints of threats on the part of the husband.

Given under my hand and official seal, this 2 day of February, 1953.

W H Collier
Notary Public

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Filed 4/4/59 No Tax due