

AFFIDAVIT

STATE OF ALABAMA)
SHELBY COUNTY)

Before me L. H. Ellis, a Notary Public in and for Shelby County, Alabama, personally appeared D. C. Nickerson who is known to me, and who being by me first duly sworn, deposes and says that he was one of the grantors in that certain mortgage executed by himself and wife, together with K. B. Nickerson and wife to W.R. Turman on the first day of January 1911, which mortgage is recorded in the Probate Office of Shelby County, Alabama, in mortgage book 93 at page 64, and in which is conveyed the following described real estate, situated in Shelby County, Alabama, viz:

Part of northeast quarter of Section 2, Township 21, Range 3 west, also part of north half of northwest quarter of section 2, township 21, Range 3 west, and also part of northeast quarter of northeast quarter of Section 3, Township 21, Range 3 west, containing 133 acres, more or less and lying west of Louisville & Nashville Railroad (formerly S. & N Ala. R.R. and of the dirt road between the lands of Mrs. Wagner on the north and of T. G. Holt on the south. Being the same land conveyed by B.B.Warren and B.F. Warran, husband and wife to W.R.Turman, formerly of Shelby County, Alabama, by deed dated April 2nd 1883, and recorded in Book 16 at pages 260-261 of the record of conveyances in the office of the Judge of Probate of Shelby County, Alabama.

Further deposing affiant says that on or before December, 27th 1911, the indebtedness secured by said mortgage was paid in full and that he has in his possession the original note secured by said mortgage and the original mortgage itself, and that there is

endorsed on the back of said mortgage the following;

Georgia, Fulton County.

The deed for which this mortgage was given as security, having been paid in full, the same is hereby cancelled, and Judge of Probate of Shelby County, Alabama is authorized and directed to mark the same cancelled of record. Witness my hand and seal this Dec. 27th 1911.

W R. Turman, Seal

R. L. Turman

L. H. Furlin

Not. Pub. Fulton Co. Ga,

Further deposing affiant says that the last mentioned and quoted authority to cancell said mortgage and the acknowledgment that the indebtedness secured thereby was paid, was written on the back of said mortgage and signed by said W. R. Turman when the mortgage was delivered to him, after he paid the same.

D.C. Nickerson

Sworn and subscribed to before me this the
14th day of October, 1929.

L.H.Ellis--Notary Public

STATE OF ALABAMA)

SHELBY COUNTY)

I, L.H.Ellis, a practicing attorney of Shelby County, Alabama, do hereby certify that when the above affidavit was written, Mr. D.C. Nickerson presented to me the original mortgage executed by him and others to W.R.Turman dated January 1st, 1911, and which is referred to in said affidavit, and which is described therein, and said mortgage was in the possession of D. C. Nickerson at said time, and there is an endorsement on the back of it the acknowledgment of payment and authority to the Probate Judge of Shelby County, Alabama, to satisfy it of record, as is set out in said affidavit.

Given under my hand this the 14th day of October, 1929.

L.H.Ellis

THE STATE OF ALABAMA)

SHELBY COUNTY)

I hereby certify that the within affidavit was filed in this office for record Oct. 19th 1929 at 9 oclock A.M. and recorded in Deed record 90 page 86 and examined

Cage Head-- Judge of Probate