AFFIDZVIT

STATE OF ALABAMA)

JEFFERSON COUNTY)

Before me the undersigned authority in and for said County and State personally appeared M. D. Clements who being by me first duly sworn deposeth and saith: that he is the identical M.D.Clements who purchased from J. F. Kent certain properties among which was the Eb of the SWb, Wb of the SEb and SEb of NWb of Sec. 2, Tp. 24, Range 12 east, Shelby County, Alabama on to-wit: March 6, 1920 and to whom the warranty deed was made by J.F.Kent as recorded in deed book 66, page 472, in the office of the Judge of Probate of helby County, Alabama, and thatat the time of the purchase of said property said J.F. Kent agreed to remove certain clouds from the title thereof either by Chancery Court proceedure or by other action which may have been necessary Within one year from said date; and that said written agreement between affiant and ... J.F. Kent was duly recorded in deed book 67, page 151, in the office of the Judge of Probate of Shelby County, Alabama. That the consideration for said sale was \$1000.00 in cash and the execution of a purchase money mortgage in the sum of \$2000.00. That this said mortgage was the only mortgage that this affiant has ever made to said J.F. Kent. That said mortgage was transferred and assigned by said J.F. Kent to the Bank of Alabama. That upon the failure of said J.F.Kent to clear the title to said property affiant demanded a revocation of said trade and thereupon said J.F.Kent returned the \$1000.00 in cash that had been paid and redeemed fromsaid Bank of Alabama and delivered up to said affiant said purchase money mortgage with the note evidencing the same for cancellation. That thereupon your affiant executed to said J.F. Kent a warranty deed to said property same being recorded in deed book 70, page 312, in the office of the Judge of Probate of Shelby County, Alabama, and that the ·\$1040.00 set out in said warranty deed as part of the consideration thereof was the payment of the \$1000.00 with interest paid to said J.F. Kent; and the assumption of a \$2000.00 mortgage as set out in said deed was the identical mortgage above referred to that wasdelivered into the possession of this affiant for cancellation and is now in his possession and has been cancelled by him and by said J.F.Kent. That While your affiant had the title to said property he did not encumber or dispose of the same in any way,

M.D.Clements-Affiant

Sworn to and subscribed beforeme this the 8th day of May 1931.

H. M. Powell--Notary Public

THE STATE OF ALABAMA)
SHELBY COUNTY)

I hereby certify that the within affidavit was filed in this office for record June 2nd 1931 at 9 oclock $^{\Lambda}$.M. and recorded in Deed record 92 page 365 and examined. $C_{\rm age\ Head--Judge\ of\ Probate}$