

Release

State of Alabama,
Shelby County.....)

KNOW ALL MEN BY THESE PRESEMYs: That, whereas, on the 15th day of September, 1936, C. O. Chambless, of Birmingham Alabama, executed unto Claude Shill, Trustee, a purchase money mortgage on real estate located in Shelby County, Alabama, consisting of 4500 acres, more or less, including the property hereinafter described, which said mortgage was thereafter recorded in the office of the Judge of Probate of Shelby County, Alabama, in mortgage record volume 173 at page 63, said mortgage being given to secure an indebtedness of Five Thousand (\$5,000.00) Dollars, and,

Whereas, the Twin Oaks Land Company, a corporation, did become the owner of the hereinafter described real estate, along with other real estate, by deed dated April 17, 1937 and recorded in the office of the Judge of Probate of Shelby County, Alabama, in Volume 102 at page 493, and,

Whereas, the said C. O. Chambless and or Twin Oaks Land Company, desires to obtain a release of the lands hereinafter described from the terms and conditions of said mortgage upon the payment of the sum of

Two Hundred Two & 50/100-----dollars

the last mentioned sum being equal to or in excess of the proportionate part of said total indebtedness secured by the lands hereinafter described, and the mortgagee, the said Claude Shill, Trustee, being agreeable to such release on said terms and being vested with authority to execute a release of the lands hereinafter described for said amount,

Now Therefore, I, Claude Shill, Trustee, the mortgagee named in the mortgage above referred to, pursuant to authority vested in me as such Trustee, for and in consideration of the sum of Two Hundred, Two & 50/100----dollars, to me in hand paid, receipt whereof is hereby acknowledged, do hereby release and discharge from the terms and conditions of the above described mortgage, and from the encumbrance of said mortgage, the following described lands located in Shelby County, Alabama, to-wit:

The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and that part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ North of the Calera and Columbiana old road (containing 15 acres more or less) all in Section 15, Township 22, So. Range 2 West, Shelby County, Alabama.

But the aforesaid mortgage is preserved in full force and effect in all of its original terms and conditions as to the balance or remainder of lands described therein and not herein specifically described.

In witness whereof, I hereunto set my hand and seal this 5th day of October, 1938.

Claude Shill (L.S.)
Trustee

State of Alabama
Jefferson County.)

I, Frances E. Brown, a Notary Public in and for said County in said State hereby certify that Claude Shill, Trustee, whose name as Trustee is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand this 5th day of October, 1938

Frances E. Brown,
Notary Public

Filed for record in this office October 5th 1938 at 8 AM and recorded in deed record 105, page 268 and examined L. C. Walker, Judge of Probate