

D E E D

*\$.50 Federal Stamp #476*

STATE OF ALABAMA {

SHELBY COUNTY {

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, on the 14th day of January, 1939, the undersigned Howard I. Savage did make and execute to Naomi Meserole and husband, Mike Meserole a mortgage on and against the hereinafter described real estate securing the payment of \$1346.94, said indebtedness being evidenced by 135 promissory notes bearing date of the 14th day of January, 1939, and each of said notes being for the principal sum of \$10.00, except the last to fall due which is for the principal sum of \$6.94. One of said notes became due on the 14th day of February, 1939, and in the series of said notes one to fall due on the 14th day of each successive month next thereafter to the end of the series of said notes, said indebtedness bears interest at the rate of six per cent. per annum, as is evidenced by each of said notes and said mortgage being recorded in Volume 179, at page 153, Records of Mortgages in the office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, \$70.00 of the principal sum of said indebtedness has been paid and the balance now owing of said indebtedness, the payment of which is secured by said mortgage is the principal sum of \$1276.94, together with accrued interest thereon at the rate of six per cent. per annum from the 14th day of January, 1939; and

WHEREAS, four of said promissory notes are past due and under the terms of said mortgage all of said indebtedness at the election of the mortgagee has been declared due and all of said indebtedness, as set out herein, except that evidenced by the first seven promissory notes to fall due, is now in default and said mortgage is now subject to foreclosure; and

WHEREAS, the real estate set out and described in said mortgage is not of the reasonable cash value of the amount of the indebtedness now owing and secured under the terms of said mortgage; and

WHEREAS, the said Naomi Meserole and husband, Mike Meserole, have agreed to accept as a complete accord and satisfaction of all of said indebtedness a deed of conveyance to said real estate and to cancel said indebtedness, the promissory notes and the mortgage evidencing the same.

NOW, THEREFORE, in consideration of the foregoing premises and the further consideration that the said Naomi Meserole and husband, Mike Meserole have cancelled and delivered to the undersigned Howard I. Savage, all of the notes evidencing the indebtedness, the payment of which is secured by said mortgage, and also the mortgage evidencing said indebtedness, and are accepting this deed as a full complete accord and satisfaction of all of the unpaid indebtedness, set out and secured by said mortgage, and the further consideration of \$1.00 to the undersigned Howard I. Savage, in hand paid by Naomi Meserole and husband, Mike Meserole, the receipt whereof is hereby acknowledged, we, the said Howard, I. Savage and wife, Mary B. Savage, do hereby grant, bargain, sell and convey unto the said Naomi Meserole and husband, Mike Meserole the following described real estate situated in Shelby County, State of Alabama, to-wit:

The Northeast quarter (NE $\frac{1}{4}$ ) of the northwest quarter (NW $\frac{1}{4}$ ) and the Northwest quarter (NW $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section Seventeen (17), Township Twenty-two (22), Range Two (2), West. Except a right-of-way of Southern Natural Gas Corporation as per deed recorded in Deed Book Ninety (90), at page Two hundred forty-three (243), in the office of the Judge of Probate of Shelby County, Alabama.

As a part of the consideration of this conveyance, the grantees herein assume and agree to pay the state and county taxes for the current tax year ending September 30, 1940.

TO HAVE AND TO HOLD unto the said Naomi Meserole and husband, Mike Meserole, their heirs and assigns forever.

IN WITNESS WHEREOF, We have hereunto set our hands and seals, this the 15th day of December, 1939.

Howard I. Savage L. S.

Mary B. Savage L. S.

Witnesses: Wm. J. Thornton

STATE OF ALABAMA |

JEFFERSON COUNTY |

I, Wm. J. Thornton, a Notary Public in and for said County, in said State, hereby certify that Howard I. Savage and wife, Mary B. Savage, whose names 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, this the 15th day of December, 1939.

Wm. J. Thornton, Notary Public

STATE OF ALABAMA |

JEFFERSON COUNTY |

I, Wm. J. Thornton, a Notary Public in and for said County, in said State, do hereby certify that on the 15th day of December, 1939, came before me the within named Mary B. Savage, known to me to be the wife of the within named Howard I. Savage, 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 or threats on the part of the husband.

In witness whereof, I hereunto set my hand, this the 15th day of December, 1939.

Wm. J. Thornton, Notary Public

Filed in this office December 23, 1939 at 10 am and recorded in Deed Record 107 on page 347 and examined.

STATE OF ALABAMA

SHELBY COUNTY

I hereby certify that  
\$ 1.50 Privilege Tax  
 has been paid on the Instrument as required by  
 law.

L. C. Walker, Judge of Probate

L. C. WALKER,  
 JUDGE OF PROBATE