

STATE OF ALABAMA

JEFFERSON COUNTY.

WHEREAS, the undersigned Ida Elizabeth Champlin executed a mortgage to Mrs. F. May Lyman heretofore ~~in~~ on to-wit: the 22nd day of October, 1940, in the sum of to-wit: \$2850.00, which said mortgage had written therein a penalty clause concerning delivery and possession of the property described in said mortgage to undersigned as purchaser, in words and figures as follows, to-wit:

"This being a purchase money mortgage, and mortgagee having agreed to give possession at the closing of the trade, mortgagee by acceptance of this mortgage agrees that for each day after October 28th, 1940 full and complete possession of the house and buildings on said premises is not delivered to mortgagor, a credit of Ten Dollars (\$10.00) per day on the within secured indebtedness and the notes evidencing same, and for each day expiring subsequent to October 28th, 1940, without full and complete possession of the fields having been delivered a credit of Ten Dollars (\$10.00) per day will be given on the indebtedness secured by this mortgage.

The mortgage in question was executed on the 22nd day of October, 1940" and

WHEREAS, possession of said premises of said has been delivered and undersigned is desirous of relaseing said mortgagee, Mrs. F. May Lyman from further liability and responsibility under said penalty clause;

NOW THEREFORE, in consideration of the premises and One Dollar (\$1.00) in hand paid undersigned, receipt of which is hereby acknowledged, under signed does by these presents acknowledged and agree that no penalty is due undersigned under the terms of said possession penalty clause, and does hereby further agree that same be, and same hereby is declared of no further force and effect.

This the 5th day of November, 1940.

Ida Elizabeth Champlin

L. S.

STATE OF ALABAMA

JEFFERSON COUNTY.

I, Wm J. Thornton, a notary public in and for said County, in said State, hereby certify that Ida Elizabeth Champlin whose name 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, she executed same voluntarily on the day the same bears date.

Given under my hand, this 5th day of November, 1940.

Wm J. Thornton, Notary Public.

Filed for record in this office the 7th day of November, 1940 at 10:30 AM and recorded in Deed Record #109 on page 448 and examined.

L. C. Walker, Judge of Probate.

