

## Discharge of mortgage

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State of Texas )  
County of Bexar.)  
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Whereas on the 2nd day of February, A D 1928, H.F.Foshee of the County of Bexar and State of Texas did execute and acknowledge and deliver to Melvion R.Luter, as Trustee for Charles D. Tassos, a certain deed of trust on the following described real estate, lying and being in the Counties of Shelby and Jefferson, State of Alabama, to-wit: Being all of the southwest quarter (SW $\frac{1}{4}$ ) of the northwest quarter (NW $\frac{1}{4}$ ) of section three (3) Township twenty-two (22) South Range Two (2), containing forty acres, more or less, situated in Shelby County, Alabama, and All that certain tract or parcel of land, lying and being situated in the County of Jefferson, and State of Alabama, and being more particularly described as follows; to-wit: Being all of lots Nos. Twenty-seven (27), and Twenty-eight (28) in Block No. Nine (9) according to the survey of Fairfield Highlands, map of which survey is on record in the office of the Judge of Probate of Jefferson County, Alabama, in map book No. 2, on page 30, mineral and mining rights in and to said lots being excepted, to secure the prompt payment of two certain promissory notes executed by the said H. F. Foshee one day prior to said deed of trust, payable to Charles D. Tassos in the principal sum of \$525.00 and \$150.00 respectively, payable at San Antonio, Texas, Bexar County, with interest at the rate of 8% per annum from date until paid, the \$525.00 note payable nine months from date and the \$150.00 note payable 12 months from date, and providing for 10% additional if placed in the hands of an attorney for collection, which said deed of trust is recorded in the Probate records of Shelby County Alabama in Book 152 at page 94, and in the Probate office of Jefferson County Alabama, in Volume 1841, at page 273; and,

Whereas said promissory notes have been fully paid off and discharged, both principal and interest, and at the time of their payment said notes were the property of the undersigned; said notes and the deed of trust lien, securing the same having for a valuable consideration before maturity, and in due course of trade, been assigned and transferred to the undersigned George Dounson, who is now the owner and holder of said notes and the lien securing the same;

Now therefore known all men by these presents that we, Melvion Luter, Trustee and George Dounson, the present owner and holder of said notes for and in consideration of the premises and the full and final payment of said notes, having remised, released, quitclaimed, discharged and acquitted, and by these presents, do remise, release, quitclaim, discharge, and acquit unto the said H.F.Foshee, his heirs and assigns, the deed of trust lien heretofore existing upon the land and premises hereinabove described, as fully to all intents and purposes, as if the same had not been executed. In testimony whereof, witness our hands at San Antonio, Texas, this 27th day of February, A D 1928.

George Dounson  
Melvion Luter, Trustee

State of Texas  
County of Bexar,

Before me, a Notary Public in and for Bexar County, Texas, on this day personally appeared Melvion Luter, Trustee and George Dounson, both known to me to be the persons, whose names are subscribed to the above and foregoing instrument, and they and each of them acknowledged to me that they executed the same for the purposes and consideration therein stated, and in the capacity therein expressed.

Witness my hand and seal of office this 27th day of February, A D 1929 at San Antonio Texas.

C J Matthews, Notary Public Bexar County Texas

Filed for record in this office July 17th 1941 at 1 PM and recorded in deed record 111, page 832 and examined L C Walker, Judge of Probate.