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POWER OF ATTORNEY

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IN THE CIRCUIT COURT SHELBY COUNTY, ALABAMA

EQUITY DIVISION

F. D. PIERCE,

Complaimant,

-vs-

C. E. JONES AND MARY MARGARET JONES,

Respondents.

This cause coming on to be heard upon the bill of complaint as last amended filed by

F. D. Pierce in this cause and the answer and cross bill filed thereto by Mary Margaret Jones and the

answer and cross bill filed thereto of C. E. Jones and the answer to said cross bills by the complainant

F. D. Pierce, and upon the agreement of parties in open Court. Now, therefore, by consent of the parties it

is by the Court ordered, adjudged and decreed:

1. That the certain mortgage and the indebtedness secured thereby and described therein, being that certain mortgage executed by C. E. Jones and Mary Margaret Jones to F. D. Pierce, dated the 2rd day of January, 1941, to secure an indebtedness of \$10,600.00, evidenced by the promissory note of C. E. Jones, dated January 2rd, 1941, payable one year from date, to the order of F. D. Pierce, in the sum of \$70,600.00, which said mortgage was filed for record in the office of the Judge of Probate of Shelby County, Alabama, and recorded in Mortgage Record 184 at Page 529 in the office of the said Judge of Probate, be and the same are cancelled and held for naught, and the Register of this Court be and she is hereby directed to mark on the record in the said Probate Office where said mortgage is recorded, that said mortgage is cancelled under this decree, and the said note described therein is ordered cancelled and held for naught. It is further ordered by the Court that this decree be recorded in the Probate Office of Shelby County, Alabama, in order that the records of said office will show the authority of the Register to cancel and satisfy said mortgage above referred to.

That upon an accounting between F. D. Pierce and C. E. Jones as partners it is agreed that the said F. D. Pierce upon said accounting is indebted to C. E. Jones in the sum of \$1250.00, that otherwise said F. D. Pierce is not indebted to the said C. E. Jones individually or as a partner in any

other or different sum. And it is, therefore, by the Court further ordered, adjudged and decreed with the consent of the parties that the said C. E. Jones have and recover of the said F. D. Pierce the sum of \$1250.00, together with the cost of this Court, except that the said C. E. Jones' witnesses shall not be allowed mileage or attendance fees, it being agreed by the said C. E. Jones that he will assume the payment of any such claims.

It is further ordered by the Court that all bills, notes and accounts receivable belonging to the partnership, or owing to the partnership, including the account receivable from C. K. Callahan & Sons Lumber Company, Inc., are by the terms of this settlement adjudged to be the property of F. D. Pierce. It is further decreed that all sums due from Fleishel Lumber Company, Inc. under the deed of trust and note made by said Fleishel Lumber Company, Inc. to F. D. Pierce, together with said deed of trust and note are adjudged the property of F. D. Pierce, and that the respondent, Jones has no right, title or interest therein.

It is further ordered, adjudged and decreed by the Court that complainant, F. D. Pierce is required to pay the Court cost except as above provided in this decree, together with the sum ascertained to be due respondent on or by the 15 day of March, 1943, and upon a failure to do so let execution issue.

Done in term timeat Columbiana, Alabama, on this the 15th day of February, 1943.

W. W. Wallace
Judge

Filed in the office of the Probate Judge the 15th day of February, 1943 at 3 o'clock P. M. and recorded in the Deed Record 114 on page 356 on this the 17th day of February, 1943.

L. C. Walker,

Judge of Probate

NO TAX DUE ON THIS INSTRUMENT