

#1458

AFFIDAVIT

STATE OF ALABAMA, |
 SHELBY COUNTY.... |

Before me, L. C. Walker, Judge of the Probate Court in and for said County in said State, personally appeared J. L. Isbell, who being first duly sworn deposes and says that he is the mortgagor in that certain mortgage from J. L. Isbell to the Merchants Grocery Company, dated April 16, 1925, and recorded in Mortgage Book 141, on page 98, in the office of the Judge of Probate of Shelby County, Alabama.

Affiant further says that A. W. Gay was president of said Merchants Grocery Company at the date of said mortgage; that later affiant understands that Merchants Grocery Company discontinued business and that the said A. W. Gay became the sole owner of the assets and holdings of said Company; affiant further says that on or about the 11th. day of March, 1930, he and others conveyed the lands described in said mortgage as aforesaid to A. W. Gay in settlement in full of the indebtedness secured by said mortgage as aforesaid, with the understanding between the parties thereto that if and when said real estate was sold there should be realized a surplus beyond the indebtedness that the same should be refunded to your affiant, the mortgagor; affiant further says that the one hundred and forty acres of land described in said mortgage as being in Section 18, Township 18, Range 1 East was sold to Jasper P. Henson, and a credit was given on said mortgage in the amount of \$1300.00 in accordance with the terms of the agreement between your affiant and the said A. W. Gay; affiant further says in the sale by the said A. W. Gay to W. T. Seale conveying the Northwest Quarter of the Northeast Quarter of Section 23, Township 21, Range 1 West that the said A. W. Gay allowed your affiant credit and so credited the mortgage indebtedness evidenced by the said above described mortgage with the sum of \$1500.00, in accordance with the agreement as aforesaid between your affiant and the said A. W. Gay; affiant further says that in the sale of that certain lot in the town of Columbiana, Alabama, described in said mortgage, as aforesaid, and known as lot 162 in said town by the said A. W. Gay to Jim Seale that the said mortgage received a credit of the sum of \$200.00 in accordance with the agreement between the said A. W. Gay and the affiant, as aforesaid; affiant further says that in the further execution of said agreement between your affiant and the said A. W. Gay the Southeast Quarter of the Southwest Quarter of Section 22, Township 21, Range 1 West was conveyed to M. S. Isbell, the wife of your affiant, as an overpayment of said mortgage indebtedness, at the request of your affiant, and that on the date of said conveyance, as aforesaid, full payment has been made of all indebtedness secured by said mortgage.

J. L. Isbell

Sworn to and subscribed before me on this the 17 day of April, 1944.

L. C. Walker, Judge of Probate, Shelby County, Alabama.

Filed for record in this office on the 20th day of April, 1944, at two o'clock P. M. and duly recorded in Deed Record Vol. 118 on page 297.

L. C. Walker

Judge of Probate

No tax due on this instrument