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STATE OF ALABAMA,

SHELBY COUNTY,

1949

#400

Before me, a Notary Public in and for said County in said State personally appeared G.C. Joiner, Jr. G.C. Joiner, Sr., and A.M. Mooney, known to me, and each being duly sworn, deposes and saith as follows:

"Heretofore on the 27th day of April, 1949, one of the undersigned, G.C. Joiner, Sr., made an affidavit setting out that he was a purchaser of certain land bought from J.H. Driver, L.H. Driver, and PlL. Vanderslice, said property being described therein as a twenty acre tract located on Columbiana and Saginaw Road, in Shelby County, Alabama, abovut one-half mile east of Montgomery Highway, on which tract there are situated three housed and the affidavit referred to therein setting out further that Five hundred Donate had been out as earnest Shelly County as earnest money under the written contract of sale therein referred to, and that said property had not been refunded.

Shelly County Physicage Tax has known said on the with

"Now the said purchaser, G.C. Joiner, Sr., and the other two persons with ware joint purchasers with him by law.

under said contract, namely G.C. Joiner, Jr., and A.M. Monney, have agreed to a complete settlement of ferred by the bove sellers mention, towit, that the said sellers refund to the said purchasers the sum of Four Hundred and Seventy ive Pollars as a full and complete settlement of earnest money and as a full and complete settlement in all rewpects as between the said Sellers and the said purchase s, on the payment of which the said purchasers, each and severally, recognize that they have no further, right, title or interest in or to said land and no further claims against the said sellers, nor against the agent W.J. Findley; and this on the undersranding that hone of the said Sellers, nor the said Findley shall have any further claimin the said matters against any of the said purchasers; and receipt is hereby acknowledged by the said purchase s of the said sum of Four Randred and Seventy Five Dollars, which is accepted as a full and complete settlement and for all the purposes

Sworn to and mentioned above; and the affidavit above referred to heretofore made on the 27th day of April, 1949, being subscribed before me by each of recorded in Deed Record 138 (One Hundred Thirty Eight), page 229 (Two Hundred Twenty-Nine), in office of the above; this 2.0. Wollow on this the 10th 6 day of Aug. Judge of Probate of Shelby County, Alabama. This 6 day of August. 1949. day of Aug. 1949.

G.C. Joiner, Sr. G. C. Joiner Jr. A.M. Mooney, L.C. Walker, Filed in the office of the judge of Probate on the 6th day of Aug. 1949, and recorded in Deed record 139, pg. 104.