

4014

BOOK 107 PAGE 528

MORTGAGE RELEASE

KNOW ALL MEN BY THESE PRESENTS, That whereas V. O. Samons and wife, Hazel Samons executed the following mortgage to the undersigned, W. L. Lawler, Sr., said mortgage being dated September 21, 1953, and being for the principal amount of \$4238.00 and being recorded in Mortgage Book 229 Page 184 in the Probate Office of Shelby County, Alabama;

WHEREAS, through some inadvertance said mortgage covered the hereinafter described property which the makers of said mortgage did not own; and

WHEREAS, W. L. Lawler, Sr., the mortgagee in said mortgage desires to release the land hereinafter described from the operation of said mortgage;

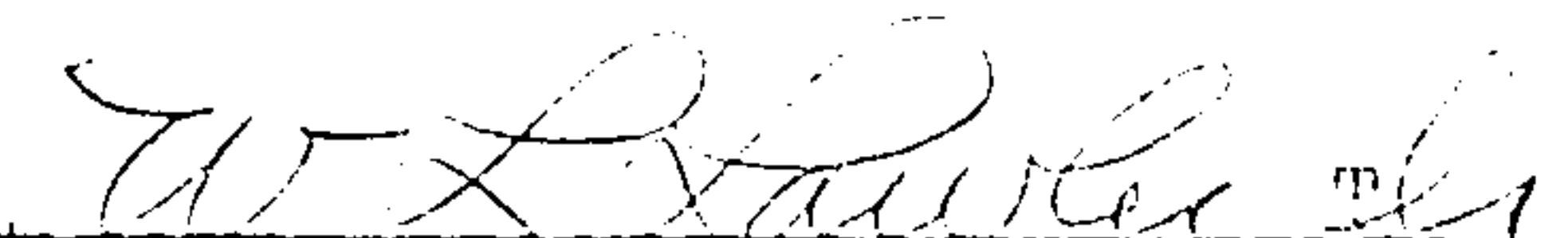
NOW, THEREFORE, the undersigned, W. L. Lawler, Sr., in consideration of One Dollar in hand paid to the said W. L. Lawler, Sr., the receipt whereof is hereby acknowledged does hereby release, remise and quit claim unto Louis H. Driver and Lola Mae Driver, the owners of said property, all the right, title and interest acquired by said W. L. Lawler, Sr. under said mortgage and in and to that part of the premises covered therein and described as follows, to-wit:

Commencing at the NW corner of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 2, Township 24, Range 13 East and run south, 6 degrees 28 minutes east, 645 feet to the point of beginning of the lot herein described; thence run south, 6 degrees 28 minutes east, 105 feet; thence north, 88 degrees 45 minutes east along north side of lot sold to Samons, a distance of 437 feet, more or less, to west right of way line of Birmingham Montgomery Highway; thence run in a northwesterly direction along the west margin of said highway right of way a distance of 105 feet; thence run west 408 feet, more or less, to point of beginning and being a part of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 2, Township 24, Range 13 East, Shelby County, Alabama.

TO HAVE AND TO HOLD to the said Louis H. Driver and Lola Mae Driver, and to their heirs and assigns forever.

It being understood and agreed that this release shall not in any way impair or affect the right of the said mortgagee to hold the remainder of the premises conveyed in said mortgage and not hereby released as security for that part of the mortgage indebtedness remaining unpaid on said mortgage.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 12th day of August, 1954.

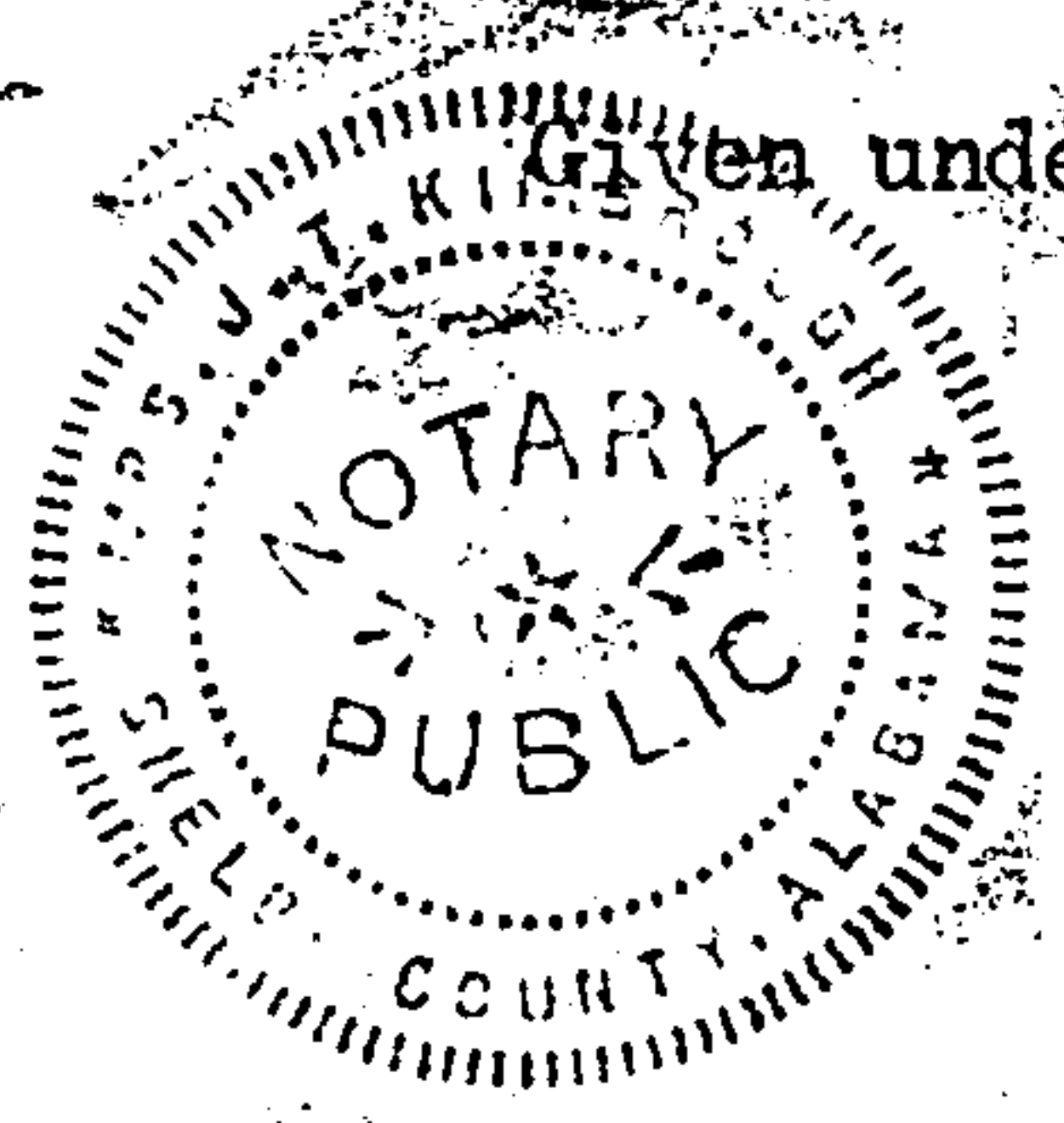

W. L. Lawler, Sr.

State of Alabama

Shelby County

I, Mrs. J. T. Kimbrough, a Notary Public in and for said County, in said State, hereby certify that W. L. Lawler, Sr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of August, 1954.



Mrs. J. T. Kimbrough
Notary Public

Filed in the office of the Probate Judge on the <u>24</u> day of <u>Aug</u> 19 <u>54</u> at <u>10</u> o'clock <u>PM</u> .
and recorded in <u>Deed</u> Book <u>167</u> Page <u>528</u> this <u>26</u> day of <u>Aug</u> 19 <u>54</u> .
Deed Tax <u> </u> Mortgage Tax <u> </u> has been paid.
L.C. Walker, Judge of Probate