

3911

A F F I D A V I T

BOOK 174 PAGE 39

STATE OF ALABAMA)
COUNTY OF SHELLEY)
CHILTON

Before me

Harold H. Smyer

a Notary Public in and for said State and County, personally appeared Wesley W. Gletty, who, upon first being duly sworn deposes and says as follows:

"My name is Wesley W. Gletty. I am over the age of 21 years. I am a resident citizen of Chilton County, Alabama. Myself and wife, Jessie L. Gletty, are the named Grantors in that certain Warranty Deed dated September 9, 1948, recorded in Deed Book 132, Page 449, Probate Records of Shelby County, Alabama, conveying to William F. Spencer, Jr., the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 29, Township 21, Range 2 West, Shelby County, Alabama, wherein it is recited 'Consideration \$500.00, - \$150.00 Cash, and the execution of a purchase money mortgage for \$350.00.' There was no purchase money mortgage ever executed to evidence this indebtedness. There was a Promissory Note executed in the sum of \$350.00 by William F. Spencer, Jr., the original of which is here-to attached and made a part of this Affidavit. As shown on the face of this Note and its reverse side the whole of this indebtedness, with interest, was paid in full on March 17, 1951, and said paper writing so endorsed. I hold no claim or lien on this property whatsoever, and this paper writing is an affirmation of that fact.

"I further affirm and state the facts to be that I, Wesley W. Gletty, and my wife, Jessie L. Gletty are the same persons as Wesley W. Gleely and Jessie L. Gleelly, respectively, as appear to be misspelled in the general acknowledgment in that certain Deed above described; and that the name of Jessie T. Gletty as appears to be signed to said Deed is one and the same person as my wife Jessie L. Gletty.

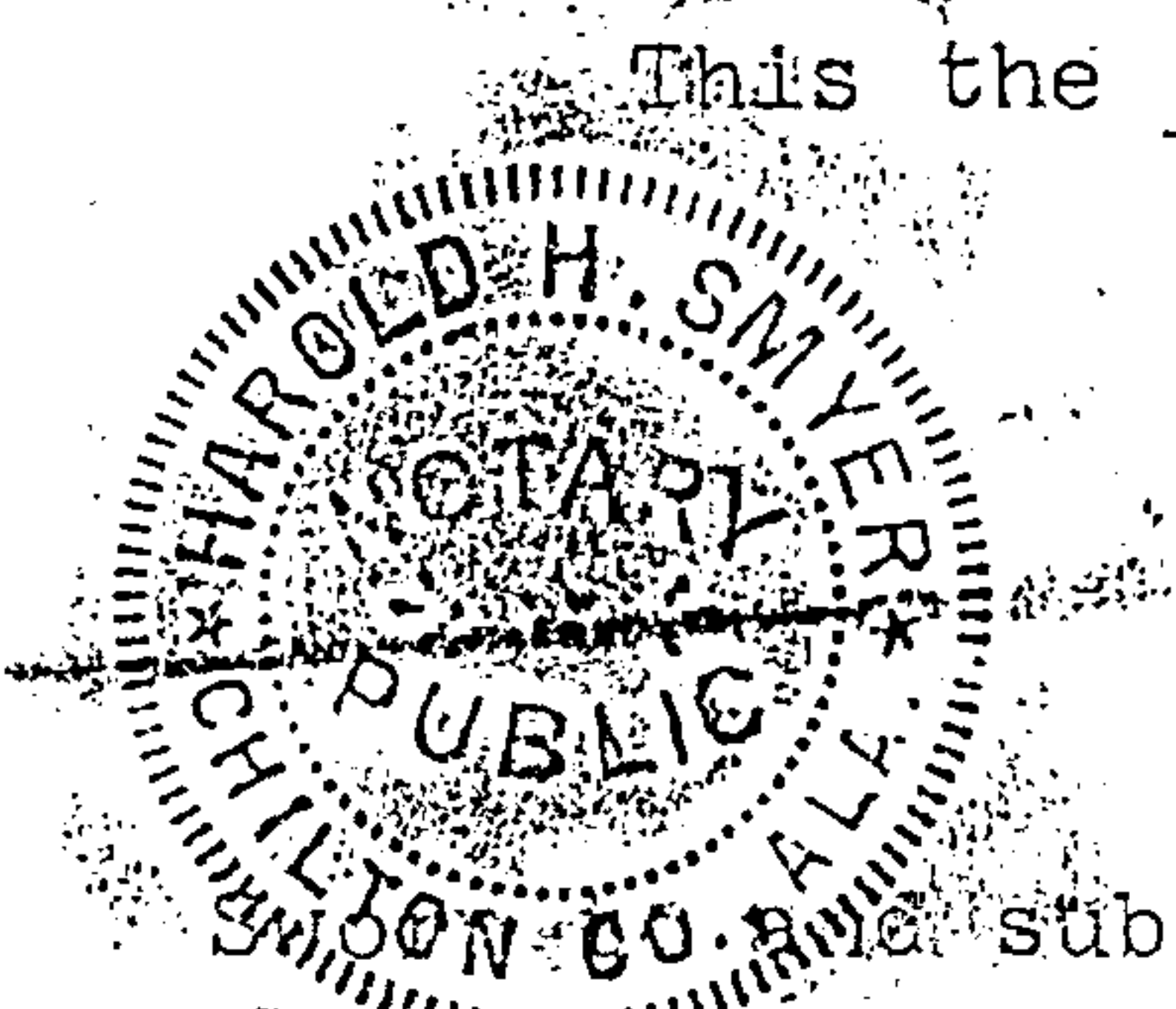
"I further affirm that to my knowledge Robert Owen Sheppard has never had title to the said property nor has he to my knowledge ever asserted any claim to same. The property above described has been owned by myself since 1943 up to and including September 9, 1948, when I conveyed same to William F. Spencer, Jr. as aforesaid, who, since said time has owned, improved and cultivated same openly, adversely and notoriously since said time."

This the 12 day of July, 1955.

Wesley W. Gletty
Wesley W. Gletty

and subscribed before me on this the 12 day of July, 1955.

Harold H. Smyer
Notary Public
My Commission Expires: April 29, 1957



1941

At Sight

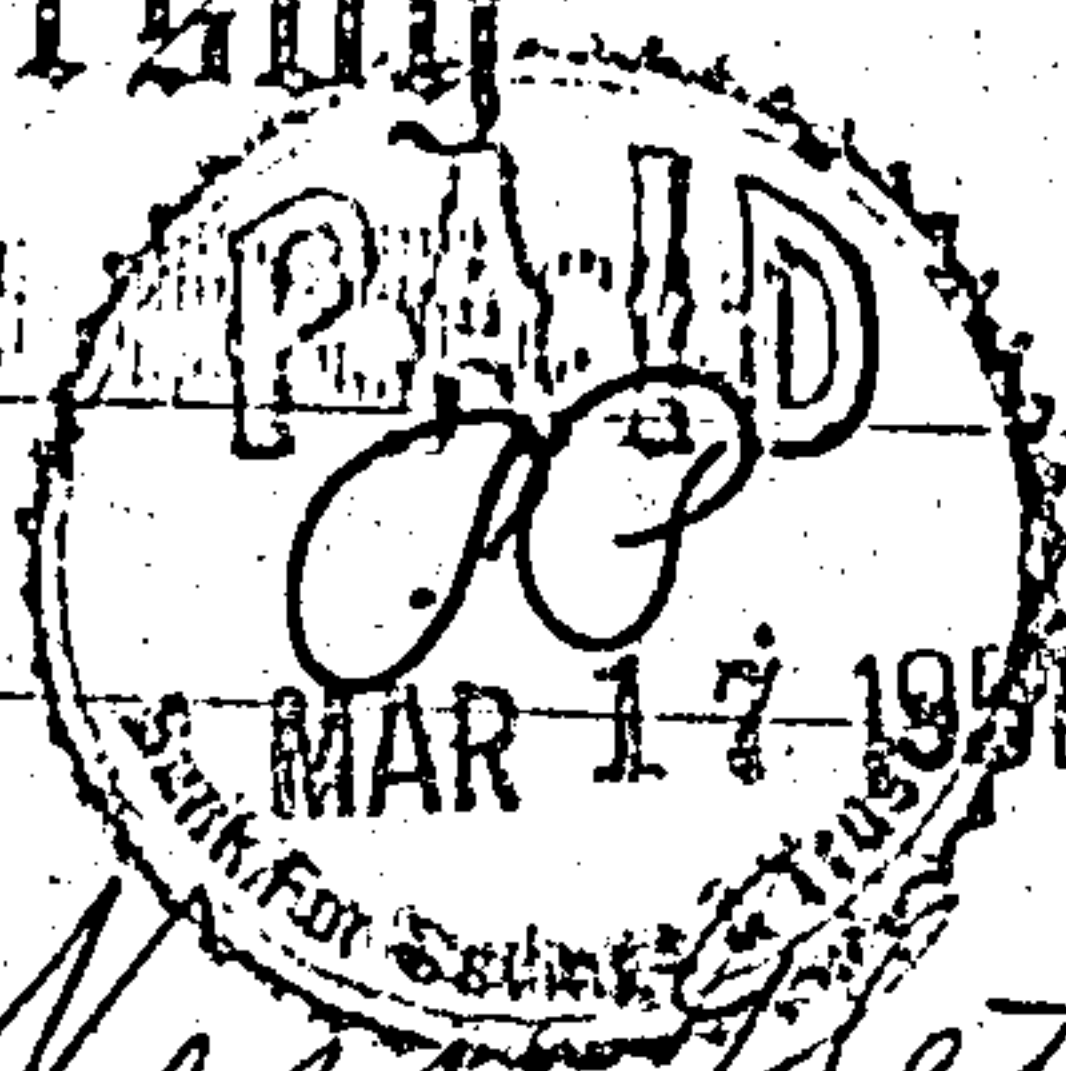
PAY TO THE ORDER OF

The Bank of Thorsby

DOLLARS

Note, Mortgage and Abstract attached.

VALUE RECEIVED AND CHARGE SAME TO ACCOUNT OF



TO: William F. Spencer, Jr.
 Thru: The Bank of Savings & Trust
 Birmingham, Ala.

Wes. Gletty

FORM 102—MIG. NOTE

\$350.00

Birmingham, Alabama,

Sept 14 1948

The undersigned, for value received, promise to pay to the order of Wes. Gletty

the sum of Three Hundred & Fifty & 00/100-----Dollars,

together with interest upon the unpaid portion thereof from date, at the rate of 5% per cent per annum, in

monthly installments of Ten & 00/100-----Dollars,

or before
payable on the 14th day of each month after date, commencing Oct 14 1948until said sum is paid in full, payable at The Bank Of Thorsby, Thorsby, Ala
Alabama. Said installments shall be applied first to interest on the unpaid balance of principal, and the balance to principal.

This note is secured by mortgage on real estate, executed to the payee herein. In the event of default under the terms of said mortgage, or in the event any installment shall remain unpaid for as much as ten days after the same become due, the holder hereof shall have the right and option to declare the entire indebtedness secured hereby to be at once due and payable.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this note.

William F. Spencer, Jr.
 (L. S.)

STATE OF ALABAMA, SHELBY COUNTY

I, L.C. Walker, Judge of Probate, hereby certify that the within Deed
 was filed for record the 14 day of July, 1955 at 11 o'clock, PM
 and recorded in Book 124 Page 39, and the Mortgage Tax of
 Deed Tax of has been paid.

Judge of Probate