5951

## MORTGAGE RELEASE

This indenture, made in the City of Birmingham, Alabama, this date, between Lillie Lit, party of the first part, and Fred F. Mullins and wife, Ethel Mullins, parties of the second part, Witnesseth:

Whereas, the parties of the second part, by indenture of mortgage bearing date the 15th of September, 1937, recorded in the office of the Judge of Probate of Shelby County, Alabama in Volume 176, Page 277, on the 22nd of September, 1937, for the consideration therein mentioned, and to secure the payment of the money therein specified, did mortgage certain lands, of which the lands hereinafter described are part, to Sam Lit, husband of the party of the first part, and said mortgage was later transferred to the party of the first part, and

Whereas, the parties of the second part, by a mortgage extension bearing date of 13th of January, 1947, recorded in the office of the Judge of Probate of Shelby County, Alabama in Volume 163, Page 265, on the 10th of November, 1953, for the consideration therein mentioned, did receive from the party of the first part an extension of the mortgage above described, and

Whereas, the party of the first part, at the request of the parties of the second part, has agreed to give up and surrender the lands hereinafter described unto the parties of the second part, and to hold and retain the residue of the mortgaged lands as security for the money remaining due on said mortgage,

Now this indenture witnesseth, that the party of the first part, in pursuance of said agreement, and in consideration of one dollar and other valuable consideration, to her in hand paid by the parties of the second part, does grant, release and quitclaim unto the parties of the second part, all of that part of said mortgaged lands described as follows:

"South 600 feet of Nin of Sin of Section 14, Township 20, Range 3 West, situated in Shelby County, Alabama."

Together with the hereditaments and appurtenances thereunto belonging, and all the right, title and interest of the party of the first part, of, in and to the same, to the intent that the lands hereby released may be discharged from said mortgage, and that the rest of the land in said mortgage specified may remain mortgaged to the party of the first part as heretofore,

To have and to hold the lands and premises hereby released and quitclaimed to the parties of the second part, their heirs and assigns, to their own proper use, benefit and behoof lorever, free, clear and discharged of and from all lien and claim under and by virtue of the indenture of mortgage aforesaid.

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The State of Pennsylvania Philadelphia ounty.

Lillie Lit. I, Milton S. Bubbis

hereby certify that

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, she executed the same voluntarily on the day the same bears date. Given under my hand this 28th day of February. .1959

My Commission English Philadelphia Co.

STATE OF ALABAMA, SHELBY COUNTY

I, L.C. Walker, Judge of Pubbate, hereby certify that the within relative was filed for record the add day of record 19 fage 52, and the Mortgage ax of has been paid.