

## STATE OF ALABAMA

## SHELBY COUNTY

Comes before me, W. W. Rabren, Notary Public for the State of Alabama at large, Mr. Milton Aubrey Kindrick, who being first duly sworn to speak the truth deposes and says:

My name is Milton Aubrey Kindrick and I am 48 years of age and a resident citizen of Shelby County, Alabama and have been a resident of Shelby County, Alabama all my life, and I now live at Route 1, Chelsea, Alabama and have lived in or near Chelsea, Alabama, practically all my life. On February 26, 1944, my wife and I were the grantees in deed dated February 26, 1944, from J. M. Braidfoot and wife, Addie Braidfoot, which deed is recorded in Deed Book 116, page 348 of the Office of the Judge of Probate, Shelby County, Alabama, and conveyed the following described property:

Two acres in the NW $\frac{1}{2}$  of the SE $\frac{1}{2}$  of Section 2, Township 20, Range 2 West, lying Northwest side of the A B & C R.R. right of way and running parallel with said Railroad 420 feet and being 210 feet on each side of a well at the old Tate home site, also East 10 A off of N 24 A off of SW $\frac{1}{4}$  of SE $\frac{1}{4}$  Section 2, Township 20, Range 2 West. Situated in Shelby County, Alabama.

At the time of the execution of the deed referred to above, Mrs. Kate J. Hagler appeared on the record as the mortgagee of a mortgage dated September 20, 1943 and recorded in Mortgage Book 192, page 210 of the Office of the Judge of Probate, Shelby County, Alabama, from J. M. Braidfoot and wife, Addie Braidfoot, and that said mortgage conveyed the property described above.

I further depose and say that at the time of the execution of the deed referred to above dated February 26, 1944, that Mr. J. M. Braidfoot told me that Mr. J. B. Fassina of Lewisburg, Jefferson County, Alabama, was the transferee of the mortgage referred to above and that inasmuch as I had assumed the payment of said mortgage as part of the consideration in the deed referred to above, that I should make the payments to Mr. J. B. Fassina. I contacted Mr. J. B. Fassina by telephone and he verified the fact that the notes payable to Kate J. Hagler and mortgage referred to above had been transferred to him by Kate J. Hagler, and I made the payments to him and he delivered the notes to me upon my payment of each note and I depose and say that on the reverse side of each note there is an endorsement as follows: "Pay to J. B. Fassina, Mrs. Kate J. Hagler". I now have in my possession 22 notes dated September 16, 1943, each in the amount of \$15.00 plus interest at 6% from date until paid with exception of the note due December 15, 1945, which was in the amount of \$10.00 plus interest, and that the notes were due on February 15, 1944

and on the 15th of each month thereafter through December 15, 1945. The note due on November 15, 1944 was delivered to me by Mr. J. B. Fassina upon payment of same, but is not now in my possession as it appears that said note has been misplaced.

The original mortgage referred to above is now in my possession as it was delivered to me by Mr. J. B. Fassina, after payment had been made on the notes secured by said mortgage which were transferred to him and that I depose and say that on the first page of said mortgage, there appears the following notation written in ink: "Paid in Full, J. B. Fassina, 12/1/45".

I further depose and say that after the deed dated February 26, 1944 referred to above was executed that I immediately went into possession of the property described in said deed by moving into the house situated thereon and that I have remained in possession to the present time and have assessed the lands and paid taxes thereon since my date of purchase on February 26, 1944 and that no one else has assessed the lands and paid taxes thereon since my date of purchase.

I further depose and say that since the time that I went into possession of these lands in February, 1944, I have held these lands and claimed said land as my own and have been in the peaceable possession, openly, hostile, and adverse to all the world claiming to own the said lands and that I have no knowledge of my title to said lands ever being questioned by anyone.

I further depose and say that some date subsequent to December 1, 1945, Mrs. Kate J. Hagler departed from this life and that the administration of her estate was administered in the Probate Court of Jefferson County, Alabama, and the administrator of said estate was discharged and a decree on final settlement of insolvent estate of Kate J. Hagler was entered on April 28, 1953.

Milton Arthur Kendrick

Sworn to and subscribed before me on this the 6th day of January, 1956.

W. B. Baker  
Notary Public

STATE OF ALABAMA, SHELBY COUNTY			
I, L. C. Walker, Judge of Probate, hereby certify that the within	Deed		
was filed for record the	6	day of	Jan 1956 at 11 o'clock A.M.
and recorded in	Deed	Record 177	Page 244 and the mortgage tax of
Deed Tax of	— has been paid.		
Judge of Probate			