

4612

FILED 7 AUGUST 1959

AFFIDAVIT OF IRMA DEAN ISABELL

Re: Part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$
Section 16, Township 19,
Range 1 West, Shelby County,
Alabama

STATE OF ALABAMA §

JEFFERSON COUNTY §

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Irma Dean Isabell, who is known to me, and upon being first duly sworn, on oath deposes and says:

That the affiant purchased reference premises from *Samantha Harris, Clayton H. Harris et al* by conveyance on the *28* day of *December*, 1957. Affiant ~~had~~ been in possession of reference property since said purchase, assessing it for ad valorem taxes and paying the same thereon; her possession has been open, notorious, peaceable and to the exclusion of the whole world. She has never known of anyone asserting any claim or right to title of reference premises other than herself since the date of said conveyance, the affiant having gone into open and notorious possession on the date of receiving said conveyance.

It has been brought to the attention of the affiant that in a deed from George Huddleston to S. J. Harris and Samantha Harris, said conveyance being dated January 12, 1944, appearing in Deed Volume 116 at Page 328, Probate Records of Shelby County, Alabama, that they had a reserve purchase money lien in the amount of \$775.00; the affiant has received from S.J. Harris and Samantha Harris the original note and mortgage thereby secured, mentioned in said conveyance as a purchase money lien. Said note and mortgage are marked "paid and satisfied in full" by George Huddleston under date of June 6, 1948. Said note and mortgage are attached hereto and made a part of this affidavit as if more fully set out in detail.

It is my knowledge that said mortgage and note attached hereto, mentioned as a purchase money lien in said conveyance dated January 12, 1944, appearing in Deed Volume 116 at Page 328, has been paid and satisfied in full, and during the affiant's possession of said premises there has been no claim asserted by said George Huddleston or anyone claiming under or through him and on account of said purchase money lien and/or the attached note and mortgage thereby secured.

Anna Dean L. Bell

Sworn to and subscribed before me

this 6th day of August, 1959.

W. S. Hutchins
Notary Public

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Know All Men By These Presents: That Whereas, the undersigned S. J. Harris and Samantha Harris, his wife, hereinafter called the mortgagors are justly indebted to George Huddleston hereinafter called the mortgagee in the sum of \$775.00 with interest thereon from date at the rate of 6% per annum payable in installments as evidenced by one promissory note of even date herewith, said debt being for balance of purchase money on the hereinafter described lands this date conveyed by mortgagee to mortgagors.

Now to secure the punctual payment of said indebtedness when and as the same falls due the said mortgagors do hereby grant, bargain, sell and convey unto the said mortgagee the following described real estate situated in Shelby County, Alabama, to-wit:

SE¹/₄ of NW¹/₄, Sec. 16, T. 19, R. 1 W.

To Have and To Hold unto the said mortgagee, his heirs and assigns forever. Warranted free from all encumbrances and against any adverse claims.

Upon condition, however, that if the mortgagors pay the said debt, this deed to be void; but, if the mortgagors fail to pay any installment of said debt when due or the taxes on said real estate when due then at mortgagee's option all of said debt shall at once become due and payable and mortgagee, his agents or assigns are authorized to take possession of said property and after giving three weeks notice by publication in some newspaper published in said County of the time, place and terms of sale to sell the same to the highest bidder for cash in front of the Court House door of said County and the proceeds to devote to the paying: first, the expenses of advertising and selling including a reasonable attorney's fee for foreclosure; second, the amount of said indebtedness in full but no interest shall be charged beyond the date of such sale; and third, the surplus if any shall be turned over to the mortgagors.

Mortgagee and his assigns may bid at said sale and purchase the said property if the highest bidder therefor.

Witness our hands and seals this the 5th day of January, 1944.

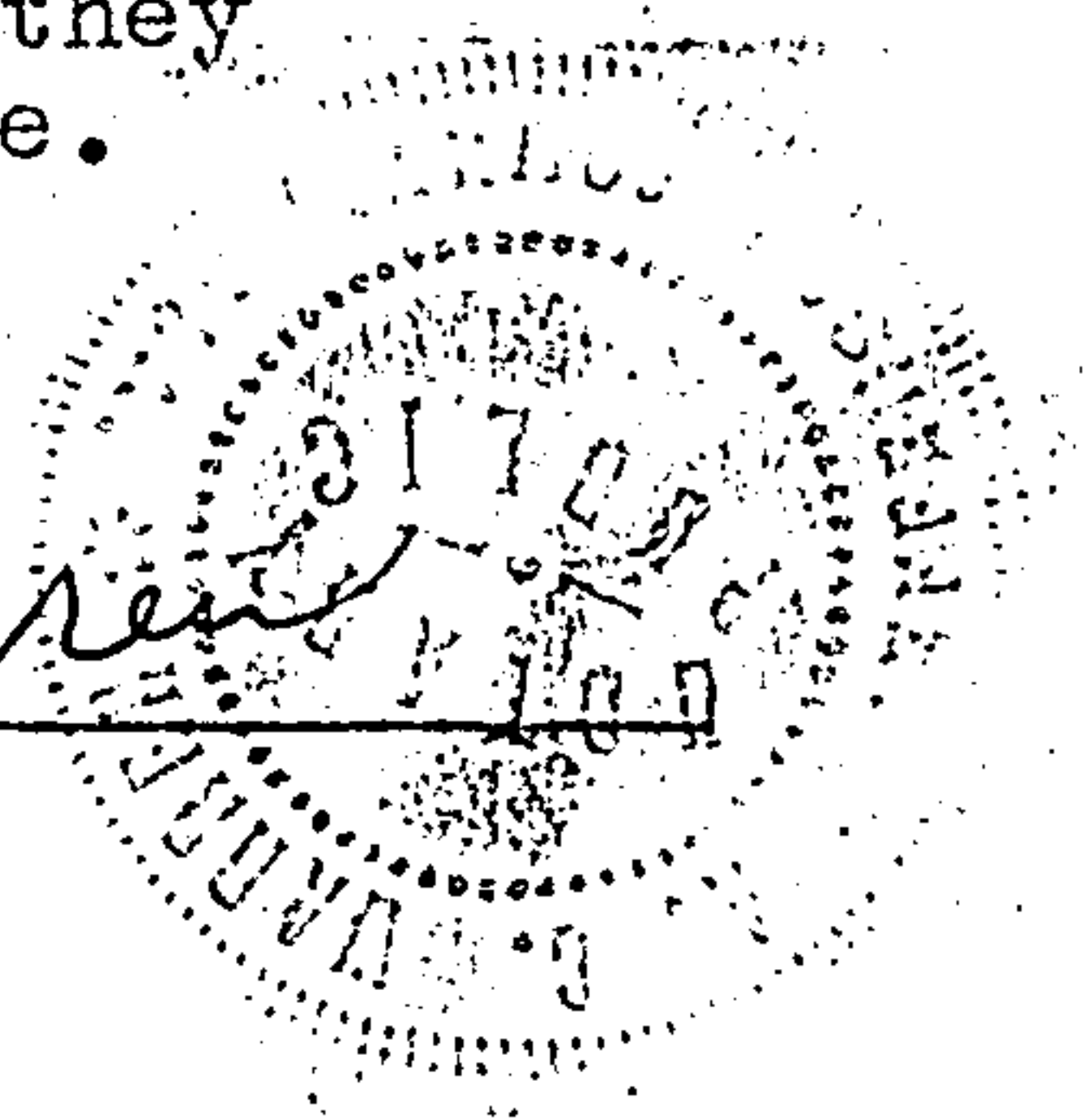
S. J. Harris
Samantha Harris

STATE OF ALABAMA)
SHELBY COUNTY)

I, A. C. Harris a Notary Public in and for said County in said State, hereby certify that S. J. Harris and Samantha Harris, his wife, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 14th day of January, 1944.

A. C. Harris



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#1282

\$775.00

Birmingham, Ala. January 3, 1944.

For value received the undersigned promise to pay to the order of George Huddleston the sum of \$775.00 with interest thereon from date at the rate of 6% per annum. This note shall be paid at the rate of \$10.00 on the first day of each month hereafter commencing on February 1, 1944. All payments hereon shall be applied first to the interest which may have accrued at the time of such payment and second to the principal of this note.

The makers reserve the right to pay any of the installments hereof before maturity, no interest on the part so paid to be charged beyond the date of such payment. If any installment of this note is not paid when due then at the holder's option the entire principal sum shall at once become due and payable.

This note is secured by a purchase money mortgage on real estate executed to the payee herein on the date hereof.

The makers hereby waive all right of exemption under the Constitution and Laws of Alabama, and agree to pay the cost of collection including a reasonable attorney's fee if this note is not paid at maturity.

#128 ✓

S. J. Harris
Samantha Harris

Paid balance in full by
Mrs Samantha Harris 6/6/48 \$510.40
George Huddleston

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STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within Deed was filed for record the 7 day of Aug 19 59 at 1 o'clock P M. and recorded in Deed Record 203 at page 203 and the Mortgage Tax 1.20 Deed Tax has been paid.

Conrad M. Fowler
Judge of Probate