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STATE OF ALABAMA

SHELBY COUNTY

Comes now before me, W. W. Rabren, Notary Public for the State of Alabama at large, Homer J. Kile, who being first duly sworn to speak the truth, deposes and says as follows:

My name is Homer J. Kile, and I am 70 years of age. I presently reside at Route 1, Sterrett, Shelby County, Alabama, and have resided at the same place since December, 1935.

On January 2, 1935, I purchased 640 acres of land in Shelby County, Alabama, from W. B. Phillips and Company, a corporation, and Georgia A. Farris and husband G. W. Farris, by deed dated January 2, 1935, which was recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Deed Book 94, page 408.

During the past several years, I have sold to different parties parts of the 640 acres, and have title to only 175 acres, more or less, of the property originally purchased by deed referred to above.

Sometime during the month of July of the year 1959, I decided that I would offer for sale the remaining 175 acres on which is situated the home in which I have lived, and presently reside in, since December 1935. I placed a "For Sale" sign on the premises.

About the latter part of September, 1959, a Mr. C. K. Couch came to my home and expressed interest in purchasing the property. I negotiated a sale of the property to C. K. Couch for the cash sum of \$29,100.00, which included the sale by me to him of the farming equipment owned and used by me on said property, and six head of cattle.

Mr. Couch and I agreed that the sale would be closed on the morning of Thursday, October 1, 1959. Mr. Couch made no mention or made no request for terms for the purchase price.

Mr. Couch again came to my home on the morning of Thursday, October 1, 1959, at which time he stated that his reason for being late was due to his having stopped at the bank and had his savings transferred to his checking account, and that he would write a check for the total sum of \$29,100.00 for the purchase price.

FILED 14 OCTOBER 1959

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Mr. Couch and I proceeded to Calcis, Shelby County, Alabama, at which place I obtained the services of Mrs. Frances Warren for preparing the deed and taking the acknowledgment as the Notary Public on same. After the deed was prepared showing myself as a widower, and the grantee to be C. K. Couch, I signed the deed and Mrs. Warren took my acknowledgment as Notary Public, and I paid Mrs. Warren the sum of \$2.00 for her services.

The deed described the following property:

That part of the $W\frac{1}{2}$ of $SW\frac{1}{4}$ lying West of the right of way of Highway No. 25, Section 13, Township 18, Range 1 East.

The $NE\frac{1}{4}$ of $SE\frac{1}{4}$ which lies on the West side of the right of way of Highway No. 25, EXCEPT 2 acres on the North side of said forty, which was conveyed to Levaughn Parker, Section 14, Township 18, Range 1 East.

The $S\frac{1}{2}$ of $SE\frac{1}{4}$, Section 14, Township 18, Range 1 East.
Situating in Shelby County, Alabama.

After the sale was closed, Mr. Couch inquired about when I could deliver possession of the property to him. I requested him to return to my home on Saturday, October 3, 1959, at which time I would tell him when I would be able to deliver possession.

I have the check in my possession, and have same before me at this time. It is drawn on the Bank for Savings and Trusts, Birmingham, Alabama, dated October 1, 1959, payable to H. J. Kile, in the sum of \$29,100.00, and signed by C. K. Couch, and under his signature appears the word "Special". Mr. Couch signed this check in my home in the presence of myself and my son, Robert N. Kile, and my son's wife, Sue Kile.

On Friday, October 2, 1959, about noon, I presented said check for payment to the Bank for Savings and Trusts, 1924 First Avenue, North, Birmingham, Alabama, at which time I was informed by a teller in said bank that they did not have an account for C. K. Couch. I discussed this matter with one of the Vice-Presidents of the bank.

I returned to said bank on Tuesday, October 6, 1959, at which time I again presented said check for payment. I was again informed by the teller that the bank had no account in the savings or checking account departments in the name of C. K. Couch, at which time one of the tellers of said bank endorsed on the reverse side of said check the following: "We do not appear to have account as signed subject to check".

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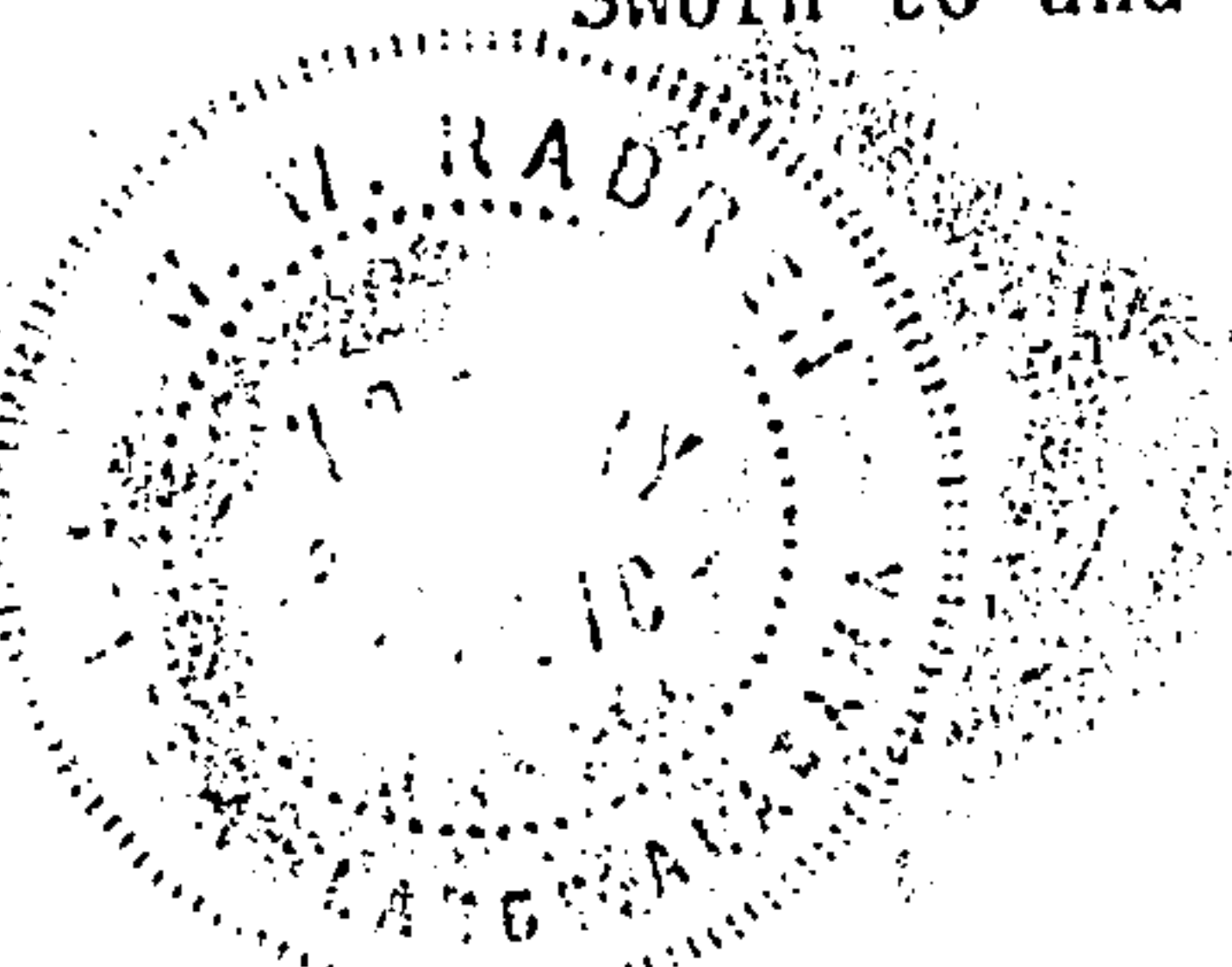
Mr. C. K. Couch did not return to my place on Saturday, October 3, 1959, nor have I seen him since Thursday, October 1, 1959. After diligent search and inquiry, I have been unable to locate C. K. Couch.

I have not delivered possession of the property, neither real nor personal, described in the deed to C. K. Couch. I am presently occupying the home situated on said real property, and hereby give notice that I am electing to treat the transaction with C. K. Couch and the executing of the deed to the property described above to the said C. K. Couch as null and void, for the reason that there has been a failure of consideration for the execution and delivery of the deed described above to the said C. K. Couch.

Homer J. Kile
Homer J. Kile

Sworn to and subscribed before me this 14th day of October, 1959.

W. W. Rabren
W. W. Rabren, Notary Public



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STATE OF ALABAMA }
SHELBY COUNTY }

I, Conrad M. Fowler, Judge of Probate hereby certify that the within Deed was filed in this office for record the 14 day of Oct 1959 at 8 o'clock P. M. and recorded in Deed Record 235 page 10-18-59 and examined 10-18-59 and the Mortgage Tax of \$ Deed Tax of \$ has been paid.

Conrad M. Fowler
Judge of Probate
Fee \$ 2.20

STATE OF ALABAMA
SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within was filed for record the day of 1959 at o'clock M. and recorded in Record at page and the Mortgage Tax Deed Tax has been paid.

Judge of Probate