

STATE OF ALABAMA)
Shelby COUNTY)

WHEREAS, on the 15th day of March, 1960, John Ed Finch and wife, Julia A. Finch, hereinafter called Sellers, executed a warranty deed to Harry G. de la Torre and wife, Nelda de la Torre, hereinafter called Purchasers, as shown by deed recorded in Deed Book 208, page 90, in the Probate office of Shelby County, Alabama, and which said deed incorrectly described the property conveyed as follows:

Twenty-one acres in SW $\frac{1}{4}$ of Section 14, Township 19, Range 2 West and bounded on the South and East by a branch. Beginning at Southwest corner on branch at Black Oak tree; thence Northwest across ridge to Red Oak tree, making this the Northwest corner; thence Northeast to small Red Oak and thence Southeast to small Oak or branch. (Except approximately 10 acres owned by Dr. L. E. Sorrell).

Also a part of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$, all in Section 14, Township 19, Range 2 West, containing 41 $\frac{1}{5}$ acres; being situated in Shelby County, Alabama.

WHEREAS, Sellers claim that the consideration for said conveyance was Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00),

AND WHEREAS, Purchasers claim that the consideration for said conveyance was Six Thousand Five Hundred and No/100 Dollars (\$6,500.00), as evidenced by cash payment of Three Thousand and No/100 Dollars (\$3,000.00) in hand paid to Sellers by Purchasers upon execution of aforesaid deed, and the receipt whereof is hereby acknowledged, and the execution of a promissory note and mortgage deed on the 15th day of March, 1960, in the amount of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) and recorded in Mortgage Book 265, page 125, in the Probate Office of Shelby County, Alabama;

NOW, THEREFORE, in consideration of the promises and undertakings herein contained, each party acting in consideration of the promises and undertakings of the other and in order to resolve said differences, it is agreed by the parties hereto that the consideration for said conveyance was Six Thousand Five Hundred and No/100 Dollars (\$6,500.00) and, for the purpose of correctly describing the property sold the Sellers are contemporaneously herewith executing a new warranty deed correctly describing said property. The said Purchasers are also contemporaneously herewith executing a new mortgage in the amount of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) for the purpose of correctly describing the land incorrectly described in the original mortgage dated March 15, 1960, and recorded in Mortgage Book 265, page 125,

in the Probate Office of Shelby County, Alabama, and, for no other purpose whatsoever, it being specifically understood and agreed by the parties hereto that both of said mortgages represent and evidence one and the same indebtedness.

It is further agreed by Sellers and Purchasers that each will pay one-half of the cost of an abstract covering said property and the total cost of which will not exceed \$ 60⁰⁰.

The above constitutes the entire transaction between the parties hereto regarding sale of aforesaid property and there are no other monies due, owed, or to become due or owed by Purchasers to Sellers except as mentioned herein and both Sellers and Purchasers are executing this agreement for the purpose of giving their assent thereto.

Executed in duplicate this the 3rd day of Dec., 1960.

IN PRESENCE OF

SELLERS

Martha B. Joiner
Clara L. Johnson

John Ed Finch
John Ed Finch
Julia A. Finch
Julia A. Finch (his wife)

IN PRESENCE OF:

PURCHASERS

Martha B. Joiner
Clara L. Johnson

Harry G. de la Torre
Harry G. de la Torre
Nelda de la Torre
Nelda de la Torre (his wife)

STATE OF ALABAMA
SHELBY COUNTY

ACT NO. 769

I hereby certify that no Deed Tax has been collected on this instrument.

Conrad M. Fowler
Judge of Probate

"TAX EXEMPT"

- 2 -

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 16 day of Dec. 1960 at 2 o'clock P.M. and recorded in Book 4 Record 213 page 8 and examined 12-13-60 and the Mortgage Tax of \$ Deed Tax of \$ has been paid.

Conrad M. Fowler
Judge of Probate

Fee \$ 2.00