

STATE OF ALABAMA)
JEFFERSON COUNTY)

Personally appeared before me the undersigned authority, HUEY REACH, who, being by me first duly sworn, deposes and says as follows:

My name is Huey Reach and I live at 1310 Harrison Drive, Bessemer, Alabama.

On January 18, 1960, my wife, Cora Reach and I entered into a lease sale contract with J. E. Massey and Betty Massey covering the following described real estate situated in Shelby County, Alabama:

Beginning at the Southeast corner of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 20, Range 3 West and run thence North along the East line of said 20 acres, a distance of 600 feet to a point; thence run West and parallel with the South line of said 20 acres a distance of 350 feet, more or less, to the East line of the Harpersville Public Road; run thence in a Southerly direction along the East line of said Public Road a distance of 600 feet, more or less, to the point of intersection of the South line of said 20 acres with the East right of way line of said public road; run thence East along the South line of said N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 36, a distance of 500 feet, more or less, to the point of beginning;

However, there is excepted from the above described land, the following described land which has heretofore been conveyed to S. C. Reach, as shown by deed recorded in Deed Book 151, Page 588 in the Probate Office of Shelby County, Alabama. Said land being excepted, being described as follows: Commencing at the Southeast corner of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 20, Range 3 West and run thence North along the East line of said N $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 36 a distance of 600 feet to point of beginning of the tract herein excepted; run thence South along the East line of said forty acres a distance of 63.38 feet; run thence West and parallel with the South line of said N $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 36 a distance of 350 feet more or less, to the East right of way line of the Harpersville Public Road; run thence in a Northeasterly direction along the East right of way line of said Harpersville Public Road a distance of 63.38 feet; run thence in an Easterly direction and parallel with the South line of said N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 36, a distance of 350 feet, more or less, to the East line of said N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 36 and being the point of beginning of the tract herein excepted.

Mr. and Mrs. Massey paid \$100.00 down and were to pay \$100.00 per month until the same was paid in full. Mr. and Mrs. Massey

855-233-333

made the payments until February of 1964 at which time they ceased to make any more payments on the same and because of said failure on May 1, 1964, I took over said property. I attempted to contact Mr. and Mrs. Massey regarding the same but they never replied to any of my letters. I consulted McEniry, McEniry and McEniry, attorneys in Bessemer regarding the same and a certified letter was mailed to Mr. and Mrs. Massey to their address 918 Furman Street, Rockford, Illinois, and the same was signed for on October 21, 1964. This letter notified Mr. and Mrs. Massey that Mrs. Roach and I were cancelling said contract because of the failure to make the payments as set out thereon.

My wife and I have had possession of said property since May 1, 1964, and no attempt by Mr. and Mrs. Massey was made prior to said cancellation to catch up said payments.

Further deponent saith not.

Henry Roach

Sworn to and subscribed before me this the 16th day of December, 1964.

Dennis L. Williams
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 12/17/64
RECORDED & \$1.00 MTG. TAX
& \$0.00 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Cornel M. Faulkner
JUDGE OF PROBATE