

1688
STATE OF ALABAMA)

COUNTY OF)

Before me, the undersigned, a Notary Public in and for said County in said State, personally appeared Drayton Farley and wife, Betty Lou Farley, who being first duly sworn, depose and say as follows:

That they certify that they were the grantees in a deed from Marie Smith Todd, as Trustee under that Trust Agreement dated March 2, 1959, for the use and benefit of Mimi Marie Todd and Jesse Turrentine Todd, Jr., recorded in Vol. 232 at Page 410 in the Probate Office of Shelby County, Alabama, by which they acquired title to the following described real estate situated in Shelby County, Alabama:

A part of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 21, Township 20 South, Range 3 West, described as follows:

Commence at the NE corner of said forty acres and run South along East line of said forty a distance of 722.68 feet; thence turn angle to right of 91 deg. 09' and run Westerly for 239 feet to point of beginning of tract herein described; thence continue in same direction 160 feet; thence turn an angle of 91 deg. 09' to left and run 149.3 feet; thence turn an angle of 103 deg. 18' left and run 75.3 feet; thence turn an angle of 25 deg. 52 $\frac{1}{2}$ ' to right and run 89.05 feet; thence turn an angle of 102 deg. 34 $\frac{1}{2}$ ' to left and run 148.0 feet to point of beginning.

That at the time they obtained title to the above described real estate they did execute, securing an indebtedness of Nine Thousand and No/100 Dollars (\$9,000.00), a purchase money mortgage, in which they were mortgagors, to Marie Smith Todd, as Trustee under that Trust Agreement dated March 2, 1959, for the use and benefit of Mimi Marie Todd and Jesse Turrentine Todd, Jr., which was recorded in Vol. 290 at Page 114, in the Probate Office of Shelby County, Alabama.

That there has been no threatened foreclosure of the said mortgage given Marie Smith Todd, as Trustee, and that voluntarily and without threat of foreclosure, and for good and valuable consideration actually paid by said Marie Smith Todd, as Trustee, that Drayton Farley and wife, Betty Lou Farley, contemporaneously herewith, do execute a warranty deed to the above described real estate to Marie Smith Todd, as Trustee under that Trust Agreement dated March 2, 1959, for the use and benefit of Mimi Marie Todd and Jesse Turrentine Todd, Jr.; that this said deed does not constitute a deed in lieu of foreclosure.

That the undersigned do certify the above to be true and correct.

This the 14 day of June, 1966.

Drayton Farley
Drayton Farley

Betty Lou Farley
Betty Lou Farley

Sworn to and subscribed before me
this 14 day of June, 1966.

[Signature]
Notary Public

NOTARY PUBLIC OF ALA., SHELBY CO.,
THIS INSTRUMENT
WAS FILED ON 8 PM
7-1 1966

RECORDED & \$ MTG. TAX

\$ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE

806-243 169

18-1969