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STATE OF ALABAMA)

SHELBY COUNTY)

Before me, the undersigned authority, a Notary Public in and for said County and State personally appeared LEONARD B. BAILEY, who after being by me first duly sworn to speak the truth deposes and says as follows:

My name is Leonard B. Bailey and I am 50 years of age. I presently reside at Route 1, Wilsonville, Alabama. I have been familiar with the occupation, use, and possession of the hereinafter described real property for a period in excess of 16 years, to-wit:

The NW $\frac{1}{4}$ of NE $\frac{1}{4}$; All that part of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ lying West of County road, The South 150 feet of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$, lying East of County Road; and the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ all in Section 17, Township 20 South, Range 1 East, EXCEPTING that tract belonging to Wayne Archer and Rebecca Archer, as described in Deed Book 243 on page 878.

Excepting Mineral and Mining rights, Also Excepting Highway Right of Way and subject to transmission line permits of record.

The above described property was purchased by my wife and myself on October 30, 1953, by deed recorded in Deed Book 163, page 320 in the Probate Records of Shelby County, Alabama. On October 30, 1953, my wife and I borrowed \$2,000.00 from C.G.C. Employees Federal Credit Union No. 3042, which said sum was borrowed for a part of the purchase price on the above described property. Although this mortgage was executed on October 30, 1953, the same became misplaced in the hands of the mortgagee and was never put on record. Subsequently, my wife and I executed a new mortgage on January 23, 1954, which said mortgage is recorded in Mortgage Book 231, page 38 in the Probate Records of Shelby County, Alabama. This said last mentioned mortgage was executed for the purpose of replacing the first mortgage which had been lost. A short time after the execution of the last mentioned mortgage on January 23, 1954, the same was paid off in full, including all interest and other charges. I understand that the same has not been satisfied on the records but, nevertheless, the same has been paid in full and said mortgagee no longer has any claim to any property which was originally encumbered by said mortgage. On January 22, 1954, I received a letter from the attorney representing said mortgagee, a copy of which said letter is attached to this affidavit as Exhibit "A" and made a part hereof as fully as if set out herein.

On March 26, 1962, my wife and I executed a deed in favor of William Fredrick Brasher and wife, Doris Bean Brasher, which said deed is recorded in Deed Book 220, page 13, in the Probate Records of Shelby County, Alabama. The last mentioned deed contained an erroneous description and actually the property therein conveyed to Mr.

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and Mrs. Brasher is the exact and same property as was conveyed to Wayne Archer and wife Rebecca Archer on February 11, 1966, by deed recorded in Deed Book 243, page 878 in the Probate Records of Shelby County, Alabama. The last mentioned deed executed by my wife and myself to Wayne Archer and wife was merely for the purpose of correcting the record title to that property. It has also been called to my attention that one of my predecessors in title, George Huddleston, conveyed a portion of the South 150 feet of the NE¹/₄ of NE¹/₄ of said property to A. M. Muncy on October 9, 1939, by deed recorded in Deed Book 183, page 501 in the Probate Records of Shelby County, Alabama. Actually, Mr. Muncy was in the possession of the property therein described at the time I received my deed.

During the more than 16 years I have known the occupation, use, and possession of the above described property it has been in the actual, exclusive, open, hostile, notorious, continuous and adverse possession of affiant and wife, Frances Bailey and our predecessors in title, J. M. Blackwell and wife, Marie Elizabeth Blackwell. During said period of time no other person, firm, or corporation has been in possession of said land or any part thereof.

Lenora B Bailey
Affiant

Sworn to and subscribed to before me
this 30 day of August, 1966.

Frank Ellis, Jr
Notary Public

JEROME PHILLIPS
Attorney at Law
418-419 FRANK NELSON BUILDING
PHONES 4-1729 - 4-1730
BIRMINGHAM 3, ALABAMA
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January 22, 1954

Mr. Leonard B. Bailey and wife, Frances Bailey.

Dear Sir and Madam:

This is to certify that the mortgage given by you and your wife on the 30th day of October, 1953 along with the note to secure the mortgage in the amount of two thousand dollars (\$2,000) on the piece of property lying in Shelby County which is described as: "NW $\frac{1}{4}$ of NE $\frac{1}{4}$, all west of County Road of NE $\frac{1}{4}$ of NE $\frac{1}{4}$, the South 150 feet of NE $\frac{1}{4}$ of NE $\frac{1}{4}$, also the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$, all Sec. 17, T. 20, R. 1E.", has been misplaced in my office and was never recorded in the Court-house in Shelby County.

This letter is to substitute for the misplaced mortgage and note and is to be kept by you as evidence of this fact, and also as evidence that you have paid off in full the two thousand dollar (\$2,000) note which matured on January 4, 1954 and that the mortgage is null and void and that when same is found, it will be tendered to you.

Very truly yours,

Jerome Phillips
Jerome Phillips

JP:dp

STATE OF ALA., SHELBY CO.,
I CERTIFY THIS INSTRUMENT
WAS FILED ON 10 20

RECORDED & \$ MTG. TAX

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

Conrad M. Fowler
JUDGE OF PROBATE