

2507

STATE OF ALABAMA    §

SHELBY COUNTY       §

Before me, the undersigned authority in and for said County and State, personally appeared LOIS CLARK CROSS, who, being known to me, and being by me first duly sworn, deposes and says as follows:

My name is Lois Clark Cross. I am a daughter of J. T. Clark, the mortgagee in that certain mortgage executed by Curry Ray and wife, Elna Mae Ray dated April 6, 1953 and recorded in Mortgage Book 227, page 87 in the Probate Records of Shelby County, Alabama. I know of my own knowledge that said mortgage was paid in full by Curry Ray prior to the death of my father in 1961. The notes which the above mortgage secures are presently in possession of James Ray, the son of said Curry Ray. Said notes were marked "paid" by my father prior to his death, and all of the children and heirs of said J. T. Clark fully acknowledge that the same is paid. I enclose a photo-copy of the two notes referred to herein as Exhibit "A", which said exhibit is made a part hereof, as if fully set forth herein.

Lois Clark Cross

Sworn to and subscribed before  
me this 1st day of February, 1967.

Frank Ellis, Jr.  
Notary Public

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Columbiana, Ala., November 15, 1954 after date, I, we, or either of us promise to pay  
to the order of J.T. Clark  
Two Hundred Fifty and no/100 *paid \$100.00* *4-15 day* Dollars  
for value received with interest from date *paid 90* until paid, at 5 per centum.  
Payable at , Columbiana, Alabama.  
The parties to this instrument whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, or of any other State, as to personal property, and they each severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by or any attorney consulted with reference to suit or otherwise. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them, and they severally agree that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any such party. The bank at which this note is payable is hereby authorized to apply, on or after maturity, to the payment of this debt, any funds or credit held by said bank, on deposit, in trust, or otherwise, for account of the maker, endorser, surety, guarantor, or any one of them, but shall not be required to make such application unless it shall so elect, nor be liable for any failure or omission in respect thereof. This note may be declared due and payable with interest computed or abated to date at any time by notation hereon by the holder in the event of the death, insolvency of, general assignment by, judgment against or petition in bankruptcy by or against any such party liable hereunder.  
Witness OUR hands and seals this 6th day of April 1953  
No. 2 *Curry Ray* (SEAL)  
Amount: (SEAL)

Columbiana, Ala., November 15, 1953 after date, I, we, or either of us promise to pay  
to the order of J.T. Clark  
Two Hundred Fifty and no/100 Dollars  
for value received with interest from date until paid, at 5 per centum.  
Payable at , Columbiana, Alabama.  
The parties to this instrument whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, or of any other State, as to personal property, and they each severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by or any attorney consulted with reference to suit or otherwise. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them, and they severally agree that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any such party. The bank at which this note is payable is hereby authorized to apply, on or after maturity, to the payment of this debt, any funds or credit held by said bank, on deposit, in trust, or otherwise, for account of the maker, endorser, surety, guarantor, or any one of them, but shall not be required to make such application unless it shall so elect, nor be liable for any failure or omission in respect thereof. This note may be declared due and payable with interest computed or abated to date at any time by notation hereon by the holder in the event of the death, insolvency of, general assignment by, judgment against or petition in bankruptcy by or against any such party liable hereunder.  
Witness OUR hands and seals this 6th day of April 1953  
No. 1 *Curry Ray* (SEAL)  
Amount: (SEAL)

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1967 FEB - 1 AM 9:00  
U.C.C. FILE NUMBER OR  
REC. BK. & PAGE AS SHOWN ABOVE  
*Conrad H. Anderson*  
JUDGE OF PROBATE