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Shelby Cnty Judge of Probate, AL
02/04/1977 12:00:00 AM FILED/CERT

STATE OF ALABAMA

SHELBY COUNTY

5332

Before me, the undersigned authority in and for said County in said State, personally appeared B. E. Howard, who, after being by me first duly sworn to speak the truth, deposes and says:

My name is B. E. Howard. I am the owner of the following described land situated in Shelby County, Alabama:

Lot 14 as per map and survey of Jessica Ingram of the NE $\frac{1}{4}$ of Section 31, Township 18, Range 1 West, as shown by map on file in Probate Office of Shelby County, Alabama, in Map Book 3 page 54.

My wife and I made a mortgage to David E. Hicks covering said land on July 20, 1970, as shown by Mortgage Book 314 page 350 in the Probate Office of Shelby County, Alabama. I paid this mortgage in full and Mr. Hicks forwarded to me the Real Estate Mortgage Note which shows said payment having been made by typing on the original "June 1, 1971 PAID IN FULL" I am attaching said original to this affidavit to be recorded.

I purchased this land from Annie M. Winslett in the year 1964 and at the time I purchased it Mrs. Winslett told me there was not anything against the land; that it was clear. Since that time I have been in the actual possession of the land each and every year and I have never heard of Dennis Howell or Cynthia I. Wallace who was shown on a mortgage dated September 8, 1947, and recorded in the Probate Office of Shelby County, Alabama in Mortgage Book 201 page 326 in said Probate Office. I have never heard of them or anyone else disputing my title or contesting my use and occupancy of the land.

I further certify that I have been in the actual, notorious, open, adverse, peaceful and exclusive possession of this land claiming to own the same and paying the taxes thereon each and every year since I purchased it and until this very day. This is my homeplace and I moved on the land and have occupied it continuously since 6 months prior to the time I purchased the land in 1968.

Sworn to and subscribed to before me

this the 2nd day of February, 1977.

Matthew B. Jones
Notary Public

B. E. Howard
B. E. Howard

18 PAGE 543

BOOK

JUNE 1, 1971

Lawyers Title Insurance Corporation

PAID IN FULL

REAL ESTATE MORTGAGE NOTE

\$ 700.00 Birmingham, Alabama, July 20, 1970

The undersigned, for value received, promise to pay to the order of

David E. Hicks

the sum of Seven Hundred and no/100-----Dollars,

together with interest upon the unpaid portion thereof from date at the rate of 8-----per cent per annum, in monthly

installments of Twenty-five and no/100-----Dollars,

payable on the 15th day of each month after date, commencing August 15, 1970

until said sum is paid in full, payable at Birmingham, Alabama, or at such other place or places as the owner or holder hereof may from time to time designate. All payments shall be applied first to interest on the unpaid balance of principal, and the balance to principal. Each of said installments shall bear interest at 8% per annum after maturity.

This note is secured by mortgage on real estate, executed to the payee herein. In the event of default under the terms of said mortgage, or in the event any installment shall remain unpaid for as much as ten days after the same become due, the holder hereof shall have the right and option to declare the entire indebtedness secured hereby to be at once due and payable.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this note.

STATE OF ALABAMA
SHELBY COUNTY
JULY 21 1977
INSTRUMENT WAS FILED
1977 FEB -4 PM 2:2
JUDGE OF PROBATE

This note is given, executed and delivered under the seal of the undersigned.

BE Howard (L.S.)
B. E. Howard

(L.S.)
Olga Howard

(L.S.)
Olga Howard (L.S.)

the land in 1968.

Sworn to and subscribed to before me

this the 2nd day of February, 1977.

Matthew B. Jener
Notary Public

BE Howard
B. E. Howard

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