

STATE OF ALABAMA)
SHELBY COUNTY)

6922
AFFIDAVIT

19770328000028210 1/6 \$.00
Shelby Cnty Judge of Probate, AL
03/28/1977 12:00:00 AM FILED/CERT

RE: West ½ of Lot 3, Block 4, Lincoln Park Subdivision, a plat of which is recorded in Map Book 3, Page 145, in the Office of the Judge of Probate of Shelby County, Alabama.

Leona Owens, being first sworn, on oath, deposes and says:

1. That my name is Leona Owens. I live at 3938 16th Court, North, Birmingham, Alabama, 35234; I am over and above the age of twenty-one years. I am the unremarried widow of Will Owens, who died at Birmingham, Jefferson County, Alabama, on, to-wit: December 2, 1966.

2. That my only marriage was to the said Will Owens; that the only marriage of the said Will Owens was to me; that Will Owens and I were married on, to-wit: August 18, 1919; that from the time of our said marriage until the death of the said Will Owens, he and I lived together as husband and wife.

3. That of my marriage to the said Will Owens two children were born, namely, Fannie Mae Owens, who was born on, to-wit: May 9, 1922, and who is now married and lives with her husband and is known as Mrs. Fannie Mae Belser, and Fred D. Owens, who was born on, to-wit: March 3, 1925. Both of our said children, at all times pertinent, were and are over and above twenty-one years of age and each now resides in Jefferson County, Alabama.

4. That on, to-wit: October 29, 1957, my said husband, Will Owens, and I entered into a valid and binding contract with Mid-South Development Corporation, an Alabama Corporation, for the purchase of the following described property situated in Shelby County, Alabama, namely:

West ½ of Lot 3, Block 4, Lincoln Park Subdivision, a plat of which is record in Map Book 3, Page 145, in the Office of the Judge of Probate of Shelby County, Alabama;

that, among other things, said contract required my husband and me



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to pay all taxes due and payable on said property commencing in the year of 1958; that we paid all such taxes, etc., levied against the within-described property from such time up to and including the present; that by said contract, which provides for installment payments, all of which were paid by my husband and me, said Mid-South Development Corporation was required to convey and deliver to us a warranty deed to said property, free and clear of all incumbrances, etc.; that a photostatic copy of said contract is attached hereto, marked Exhibit One, and, by reference, made a part hereof as though set out verbatim herein. That all terms and conditions of said contract were fully complied with and performed by the undersigned and her husband, the said Will Owens.

5. That said Mid-South Development Corporation conveyed the within-described real estate to the said Will Owens and the undersigned, Leona Owens, by warranty deed dated May 12, 1959, which was delivered to the undersigned and her husband, the said Will Owens, at the time of its execution and said deed was first recorded in the Office of the Probate Judge of Jefferson County, Alabama, on, to-wit: September 9, 1959, in Deed Volume 6209, Page 178, in said Probate Office; and subsequently, said deed was recorded in the Office of the Judge of Probate of Shelby County, Alabama, on, to-wit: May 4, 1961, in Deed Record 215, Page 298, in said Probate Office. A photostatic copy of said deed, front and back sides, is attached hereto, marked Exhibit Two, and, by reference, made a part hereof as though set out verbatim herein.

6. That the undersigned and her husband, the said Will Owens, during his lifetime, since said contract and deed, were the true and lawful owners of the property described herein and held same openly, hostilely, notoriously and adversely against the whole world, assessed it and paid all taxes, etc., levied against the property.

7. That the said Will Owens died intestate on, to-wit: December 2, 1966, since which time his undivided half interest in and to the within-described property, subject to undersigned's dower right therein, has been, and now is, the property of the within-named Fannie Mae Belser and Fred D. Owens.

8. That there has been no administration on or in connection with the estate of the said Will Owens, Deceased, and there was no need for any such administration, and any and all debts of the said Will Owens have been paid.

9. That since the death of the said Will Owens on, to-wit: December 2, 1966, the undersigned has continued to assess said property and to pay all taxes, etc., levied against the property; that the within-named Leona Owens, Fannie Mae Belser and Fred D. Owens are the true and lawful owners of the within-described real estate.

Executed this 25th day of March, 1977.

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Leona Owens
Leona Owens

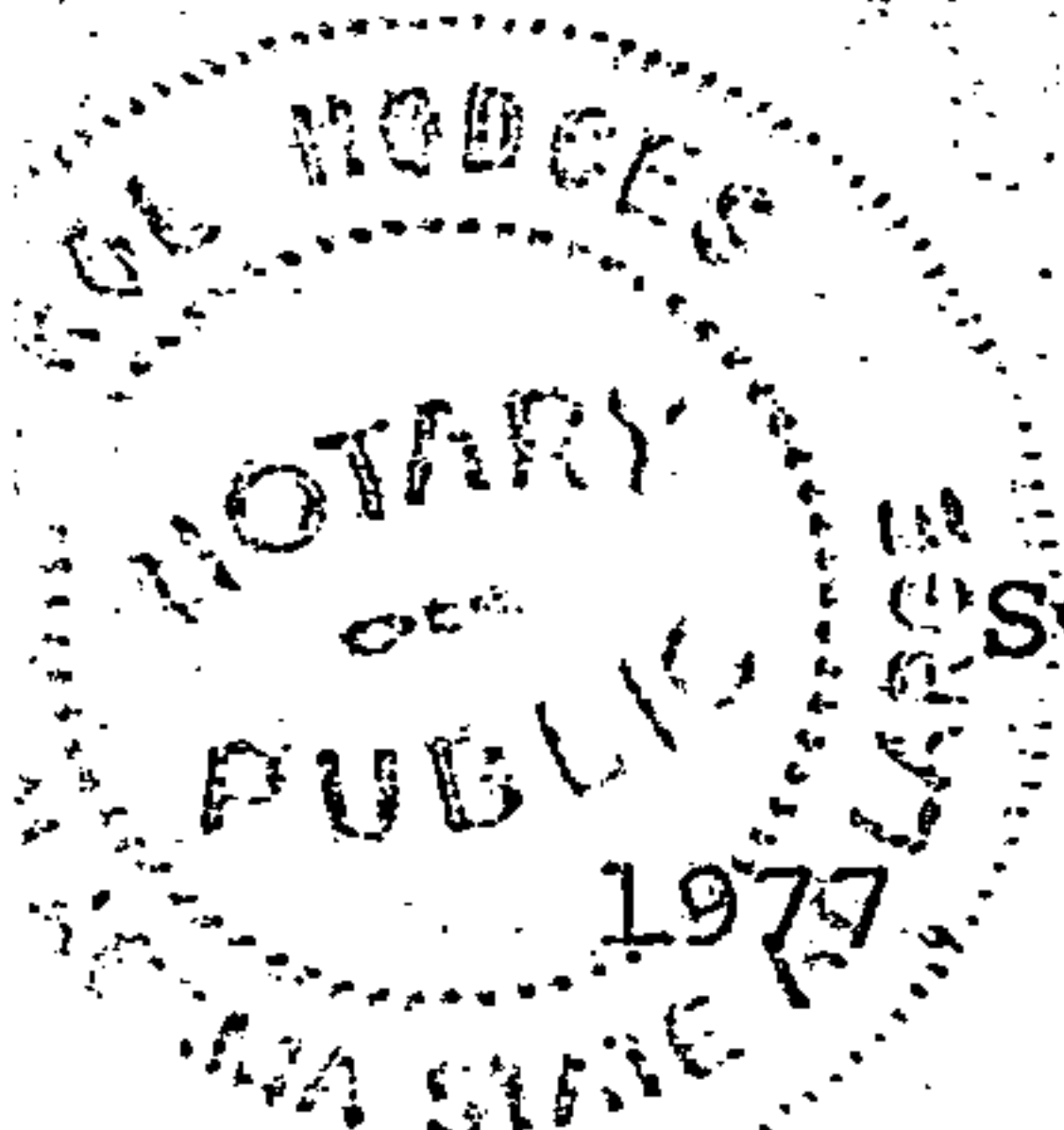
STATE OF ALABAMA)
JEFFERSON COUNTY)

Before me, the undersigned, a Notary Public in and for the State of Alabama, at large, personally appeared Leona Owens, who, being first duly sworn, makes oath that she has read the foregoing Affidavit, has knowledge of all facts stated therein, and knows all facts stated therein to be true and correct and certifies that such facts are true and correct.

Leona Owens
AFFIANT

Sworn and subscribed to before me this 25th day of March,

Carol Hodges
Notary Public
State of Alabama, At Large



BOOK 19 PAGE 178

Contract



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Shelby Cnty Judge of Probate, AL
03/28/1977 12:00:00 AM FILED/CERT

THIS AGREEMENT, made in duplicate, this 29 day of October 19, 57
by and between MID-SOUTH DEVELOPMENT CORPORATION, an Alabama corporation, Party of the First
Part, hereinafter referred to and called "SELLER," and Will Owens and or Leona Owens
1608 Chebe Street No. Birmingham, Alabama
of _____, Parties of the Second Part,
hereinafter referred to and called "BUYER," WITNESSETH:

That "SELLER" agrees to sell and "BUYER" agrees to purchase the following described property, to-wit:
Lot 3 (West) Block 4

Lincoln Park Sub-division

for the sum One Hundred Eighty Dollars and Eighty Five Cent (\$ 180.85)
Dollars, together with interest at the rate of Six (6%) Per Cent per annum on the whole amount remaining unpaid, from time to time,
payable semi-annually.

That upon full payment and performance by "BUYER" of all the covenants and agreements herein contained, the "SELLER"
agrees to cause to be delivered to the "BUYER" a Warranty Deed, free and clear of all encumbrances but subject to all restric-
tions and easements of record and taxes due and payable in the year 1958, and thereafter, together with certificate of title,
showing good merchantable title in the name of the "SELLER" and certified to the date of this contract for said real estate.

That "BUYER" agrees to pay the purchase price, above named, in the manner as follows, to-wit: The sum of Twenty
Dollars (\$ 50.00) Dollars in cash, the receipt of which is hereby acknowledged,
and the balance of One Hundred Thirty Dollars and Eighty Five Cent \$130.85 Dollars in monthly
installments of Ten Dollars (30.00) Dollars or more per month on the 5 day of each month
hereafter, beginning on the 5 day of December, 1957, together with interest as aforesaid.

That at the end of each Six (6) months, the amount of money paid by "BUYER" during said period shall be added together
and the interest accrued during said six-month period on the unpaid principal shall be computed and shall first be deducted from
said total six-month payment and the balance shall be credited to the principal sum.

That "BUYER" shall promptly pay all taxes that are due and payable in the year of 1958 and thereafter and will prompt-
ly pay all special assessments of whatever nature that may come due against the said real estate from and after the date of this
contract.

That this contract shall not be assignable by the "BUYER" without the written consent of the "SELLER."

That time shall be and hereby is made the essence of this contract and of each and all of the conditions hereof.

That the failure and omission of the "SELLER" to declare this contract forfeited on any breach hereof shall not con-
stitute a waiver of any future breach and shall not operate to bar, abridge, or destroy the right of the "SELLER" to declare same
forfeited upon any subsequent breach.

That all covenants and agreements herein contained shall extend to and be obligatory upon the successors and assigns of
said "SELLER" and upon the heirs, executors, administrators or assigns of said "BUYER."

That all payments due hereunder, and taxes and special assessments, are payable without notice at the office of the
JONES VALLEY FINANCE COMPANY, or at any other place designated by "SELLER", in the manner herein set out, without
relief from valuation and appraisal laws and with reasonable attorney fees in the event of default; that should default be made
by "BUYER" in the payment of any or either of said payments or interest or taxes and special assessments or in the performance
of any or either of the covenants and agreements herein contained for a period of Thirty (30) days or should the same be sold on
execution by legal process or otherwise, should any Mechanic's or other liens be created and not promptly discharged upon the
described real estate then all payments shall become due at once, or at the option of the "SELLER" this contract shall at once
cease and determine upon giving Thirty (30) days notice in writing to the "BUYER", at his last known address, of "SELLER'S"
intention to cancel this contract, and all moneys therefore paid shall be and remain the property of the "SELLER" as liquidated
damages, and that thereupon, whatever interest in said real estate acquired hereunder, if any, together with any and all improve-
ments thereon, shall be forfeited and shall be and remain the property of the "SELLER" as liquidated damages for the breach of
this contract; that upon said forfeiture and determination of this contract, "SELLER" shall be entitled to immediate possession
of said real estate.

That in the event of the death of Will Owens, only, during the life of this
contract, the obligation for "BUYER" to pay the balance of the purchase price then remaining due and unpaid, shall become fully
satisfied and upon proper proof, the "SELLER" shall immediately convey title to said described real estate; provided that the
said "BUYER" shall not have been at any time in arrears with payments or performance of any other conditions or covenants
herein contained.

It is understood and agreed that "BUYER" has read and clearly understands all the terms of this contract and that the
"BUYER" is of legal age and has inspected said property and that the same is, and has been, purchased by the "BUYER" as a
result of said inspection and not upon any representation made by the "SELLER" or its agent or agents; that this contract shall
not be effected or altered by any agreement, oral or otherwise, not contained herein; that the "BUYER" expressly waives any
and all claims for damages because of any representation made by any person whomsoever and the "SELLER" or its agent or
agents shall not be and is not responsible or liable for any inducement, promise, representation, agreement, condition or stipula-
tion not specifically set forth herein.

WHEREOF, the parties hereto have hereunder affixed their hands and seals in duplicate on the day and year

MID-SOUTH DEVELOPMENT CORPORATION

By Tom Bethune President

"SELLER"

"BUYER"

"BUYER"

WITNESS

Luis Williams

FILE 6209F178

2M-1-58

CORPORATION WARRANTY DEED—TITLE GUARANTEE & TRUST CO., BIRMINGHAM, ALABAMA

State of Alabama

SHELBY County

34/7

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration to the undersigned grantor, MID SOUTH DEVELOPMENT CORPORATION, a corporation a corporation, in hand paid by Will Owens and Leona Owens the receipt whereof is acknowledged, the said MID SOUTH DEVELOPMENT CORPORATION, a corporation

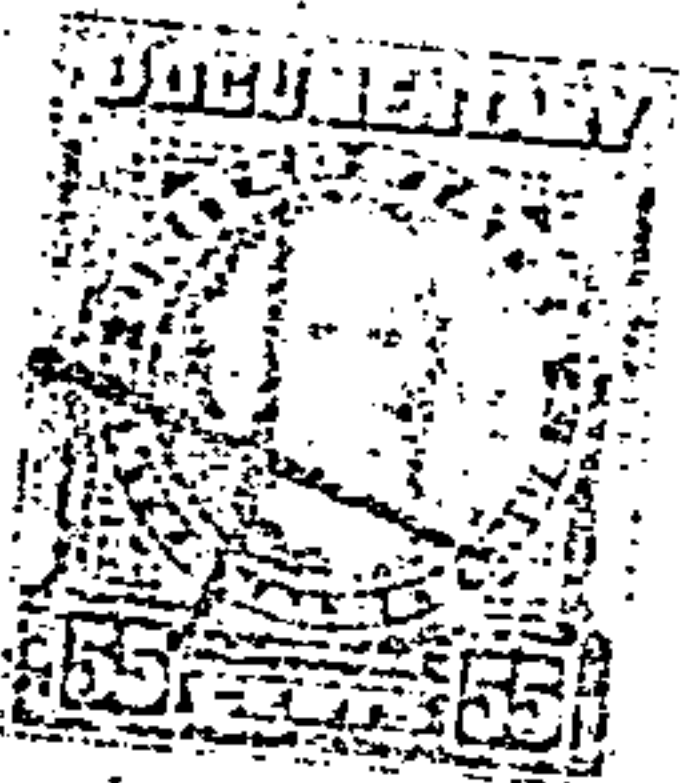
does by these presents, grant, bargain, sell, and convey unto the said Will Owens and wife, Leona Owens

the following described real estate, situated in Shelby County, Alabama, to-wit:



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BOOK 19 PAGE 180

TO HAVE AND TO HOLD said property unto the said Will Owens and Leona Owens, their heirs and assigns, forever. and said MID SOUTH DEVELOPMENT CORPORATION, Corp. does for itself, its successors and assigns, covenant with said Will Owens and Leona Owens, their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to the said Will Owens and Leona Owens, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, The said MID SOUTH DEVELOPMENT

CORPORATION, A CORPORATION has hereunto set its signature by J. L. Cohn its President, who is duly authorized, and has caused the same to be attested by its Secretary, on this 12th day of May, 1959.

ATTEST:

Louis C. Williamson
Secretary.

By

[Signature]

~~Wm~~ President.

MID SOUTH DEVELOPMENT CORP.
a corporation

TO

THE MOUNTAIN VIEW
1608 Cahaba Street, North
Birmingham, Alabama

5-12-59

CORPORATION
WARRANTY DEED

STATE OF ALABAMA,

County.

Office of the Judge of Probate

I hereby certify that the within deed was

filed in this office for record on the

day of JUN 6 20 1959 19

at 6:20 PM o'clock M, and was duly re-

corded in Volume 6209P178 of Deeds

at page 195, and examined.

Judge of Probate.

THIS FORM FROM

TITLE GUARANTEE & TRUST CO.
TITLE INSURANCE - ANNUAL ACTS

TRUSTS

BIRMINGHAM, ALABAMA



19770328000028210 6/6 \$.00
Shelby Cnty Judge of Probate, AL
03/28/1977 12:00:00 AM FILED/CERT

State of Alabama

JEFFERSON County

DEED 6209P179

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BOOK

I, Orzell Billingsley, Jr., a Notary Public in and for said
county in said state, hereby certify that J. L. Cohn
whose name as President of the MID SOUTH DEVELOPMENT CORPORATION
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on
this day that, being informed of the contents of the conveyance, he, as such officer and with full authority,
executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 12th day of May, 1959.

STATE OF ALABAMA
SHELBY COUNTY

ACT NO. 769

I hereby certify that no Deed Tax has been col-
lected on this instrument.

Conrad M. Fowler
Judge of Probate

"TAX EXEMPT"

STATE OF ALA. JEFFERSON CO.
CERTIFY THIS INSTRUMENT
WAS FILED ON DEED 6209P178

SEP 9 9 50 AM '59

DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

James M. Meers
JUDGE OF PROBATE

STATE OF ALABAMA
SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate hereby
certify that the within Deed was
filed in this office for record the 12th day
of May at 6:20 o'clock P.
and recorded in 6209P178 page 195 and examined 5-12-59
and the Mortgage Tax of \$ 1.95
Deed Tax of \$ 1.95 has been paid.

Fee \$ 1.95 Judge of Probate

BOOK 215 PAGE 299

1977 MAR 28 AM 10:20

Thomas H. ...
JUDGE OF PROBATE

Rec. 9.00
Ind 1.00
10.00