

The State of Alabama } Before me, J.B. Griffin
 Shelby County } a Justice of the Peace,
 in and for said County and State person-
 ally appeared Joseph Corroll, who having
 been by me duly sworn deposes and says,
 that he is 68 years of age; that he is a
 resident of Shelby County, Alabama;
 and has resided in said County for 53
 years; that he is acquainted with the fol-
 lowing lands, to-wit: South half of South-
 east quarter of Section 6, and the north-
 west quarter of Section 7, township 21, range
 3, west, and the South half of the north-
 east quarter of Section 12; township 21,
 Range 4, west, Shelby County, Alabama;
 that he knew said lands from 1858 to
 1860 when they were claimed by Mathew
 Morris, and at the time Mathew Mor-
 ris sold same to J.N. Meredith in 1860,
 that he was present at the time Mathew
 Morris and his wife made a deed
 to said lands to J.N. Meredith and
 witnessed the deed; that at the time
 of said sale Mathew Morris was liv-
 ing on part of the above described
 land, part of which he had acquired
 from James Lindsey, and my recol-
 lection is that he was living upon

the land described as being in section 7; township 21, range 3, west; that all of the land sold by Mathew Morris to J. N. Meredith, possession of which was delivered to J. N. Meredith, was correctly described in said deed, with the exception of the range, and that part lying in sections 6 and 7, should have been described being in Range 3, west, instead of range 4, west, and, if said deed, as originally made, described said lands lying in sections 6 and 7 as being in range 4, west, there was a mistake in the writing of the deed, as J. N. Meredith bought and was placed in possession of said South half of South-east quarter, section 6, and the northwest quarter of section 7, township 21, range 3, west, and the South half of the North-east quarter of section 72, township 21, range 4, west; that J. N. Meredith went into possession of said lands last above described under the said deed dated January 2, 1860, which was witnessed by the undersigned, and remained in possession of same until the time of his death, which occurred in 1861; that since a short time after the death of said J. N. Meredith, and since the sale of said lands by the Administrator of the estate of J. N. Meredith, no one has been in the actual possession of any part of said lands, but same has been "lying out," and unoccupied.

That he has a distinct recollection of having witnessed the deed from Mathew Morris to J. N. Meredith and of the whole transaction, and has lived within $10\frac{1}{2}$ miles of where said lands are located for the past 53 years, and was living within $1\frac{1}{4}$ miles of said lands at the time said deed was made. That at

the time Mathew Morris made said deed he did not claim to own any lands in Sections 6 and 7, Township 21, Range 4, West, or that he was conveying any such lands; that the lands sold by said Mathew Morris to J. N. Meredith lie East of the Cohoho River, and about 7 miles East of the Shelby County line.

That soon after Mathew Morris sold said lands to J. N. Meredith, he left Shelby County, and has never returned, that he went to Louisiana, that he was an old man and is no doubt dead long ago.

That he is absolutely sure that there was either a mistake in recording said deed or in writing same as he is certain that the lands are correctly described with the exception that the lands described as being in Sections 6 and 7, Township 21, Range 4, West, should be Range 3, West; that since Mathew Morris left this country he nor any of his heirs have ever to his knowledge claimed said lands or any part thereof.

This the 28th day of May 1909.

Sworn to and Subscribed } Joseph Carroll.
Before me this the 28th day of }
May 1909.

J. B. Griffin - Justice of the Peace.

Filed & Recorded Sept 26th 1910.

A. P. Longshore, Judge of Probate.