State of Alabama } Before me the undersigned authority personally ap-
Shelby County } peared W.A. Lucas who having been by me first duly sworn, deposes and says that he is acquainted with the lands situated in the N.E/4 of the S.E/4 of Section 30, Tp. 21, Range 4 West, Shelby County Alabama; that in March 1907 he and his brothers, Claud Lucas and Ellis Lucas purchased a one half acre of land lying in the South West corner of said N.E/4 of S.E/4 of Section 30, which is described as follows: Begin at a point 70 yards East of the South West corner of the N.E/4 of the S.E/4 of Section 30 Tp. 21, Range 4 West, and run east 35 yards, thence North 70 yards, thence West 35 yards thence South 70 yards to point of beginning; containing one-half acre; that they purchased said land from J.C. Harmon and his sister M.E. Harmon and that the said J.C. Harmon and his wife L.S. Harmon, and M.E. Harmon made a warranty deed to him and his brothers, Claude and Ellis Lucas, jointly which said deed is recorded in Book 27, Page 294 in the office of the Probate Judge of Shelby County Alabama; that in describing said one half acre of land in said deed, a mistake was made in that the beginning point was described as being 70 yards from the South West corner of the N.E/4 of Section 30, Tp. 21, Range 4 West, and said land was described as being a part of the N.E/4 of Section 30 Tp 21 Range 4 West; that the land described in said deed was situated about one-half mile from the land which they actually bought and paid for; that they bought and paid for, were put in possession of, and built a house on the one half acre of land near the South West corner of the N.E/4 of the S.E/4 of said Section 30 and which is correctly described above.

That he and his said brothers went into possession of said lands and remained in possession thereof, until they surrendered same to the Tyler Grocery Company, a Corporation; that a short time after they purchased said property, they gave a mortgage to the Tyler Grocery Company and in said mortgage, inserted the same erroneous description which was inserted in the said deed by J.C. Harmon and M.E. Harmon to him and his brothers; that they were unable to pay off said mortgage and afterwards made a quit-claim deed, conveying said land to said Tyler Grocery Company; that the same erroneous description was also used in said deed to the Tyler Grocery Company.

That he, and his said brothers, intended to convey to said Tyler Grocery Company, the said one-half acre of land which he has correctly described above and which is situated near the South West corner of the N.E/4 of the S.E/4 of said Section 30, which was the same tract entered upon by him and his brothers, and improved by them, and when they sold same to Tyler Grocery Company they surrendered and delivered possession thereof to said Tyler Grocery Company. That he nor his said brothers claim any interest in said one half acre of land, but all interest which they claimed heretofore has been transferred by them to said Tyler Grocery Company; that he is well acquainted with the location

of the said one-half acre of land, and knows that the description which he has given above as a correct description is correct and properly describes the land upon which he and his brothers entered under the deed made to them by J. C. Harmon and his wife M. E. Harmon.
This the 6 day of November 1911. W. A. Lucas.
Sworn to and subscribed before me this the 6 day of November. 1911.
J. D. Strickling J. P.

The State of Alabama } I hereby certify that the within conveyance
Shelby County } was filed in this office for record Nov. 18, 1911
at 3 o'clock P. M and recorded in Deed Record 48 page 66 and examined
A. P. Longshore, Judge of Probate.