

State of Alabama } Before me W^m Lyman, a Notary Public in and
 Shelby County. } for said County, in said State, personally
 appeared Edward S. Lyman, who, being first duly sworn de-
 poses and says:

That he is personally acquainted with the land described as the
 East half of the North West Quarter of Section One (1) Township Twenty
 two (22) Range Three (3) West in Shelby County, Alabama and with
 the tract of which it has been a part heretofore known as and
 called the "Hawkins Place" and has been personally acquainted
 with all said land for between thirty five and forty years;
 that when he became acquainted with said land, it was
 the property of Richard N. Hawkins, who resided on it
 and continued to so reside on it for a number of years;
 that the part of said place herein before particularly de-
 scribed has been enclosed ever since affiant has
 known it, and parts of it cultivated, such year as
 he entirely up to the present time; that said R. N.
 Hawkins remained in the open and notorious pos-
 session of said land, by himself and through tenants
 claiming to own the same in his own right since
 affiant first knew the place, until he sold and
 conveyed it to Ellis Phelan about 1894; that affiant
 represented said Ellis Phelan in leasing the place
 for said Ellis Phelan for the year 1895 to W. F.
 Harper and one McBride respectively, who occupied
 and cultivated said place as tenants during said
 years; that in December, 1895, affiant purchased said
 place from Ellis Phelan, went into possession of
 same and occupied and cultivated it by and
 through tenants, continuously until December, 1901 -
 when he sold and conveyed the same to J. A. and
 B. F. Lounsbury Jr, who occupied and cultivated
 it until they sold to Mr Rockett; that during all the
 time affiant has known the said place the title of the
 several said owners respectively, has never been ques-
 tioned or disputed. That at the time of affiant's pur-
 chase from said Phelan, affiant mortgaged said
 property to said Phelan to secure \$2250.00 due by two
 notes for \$225.00 each, the first payable December 1st
 1896, and one on the first day of December of each

year thereafter, each bearing six per cent interest; that affiant has paid all said notes with the interest thereon to said Ellis Phelan and representatives of said Ellis Phelan's heirs - some to James Garrett some to A. F. McNeal and the several last and the final payment to Gorman R. Henkle, representing the Phelan heirs; that said notes were delivered to affiant cancelled as they were paid, and affiant is advised that all except the last are now in possession of J. A. Cunningham, having been delivered to him at the home of his and his brother's purchase; that affiant's best recollection is that the last of said notes and the mortgage were delivered to affiant at the time of their payment about 1st of December, 1905 - duly cancelled, but after diligent search affiant is unable to find either the note or mortgage.

That said Ellis Phelan died, according to affiant's recollection about the year 1898, and it is affiant's understanding that said notes and mortgage remaining then unpaid, were distributed to said Phelan's elder set of children, by will of said Phelan, and that they were represented in the collection of said indebtedness, as hereinbefore stated.

E. S. Lyman

Sworn to and subscribed before
me this the 30th day of June, 1913.

E. S. Lyman.

Notary Public.

The State of Alabama }
Chickley County. } I hereby certify that the within
} Affidavit was filed in this office
for record 7th June 1913 at 8 o'clock A.M. and recorded
in Deed Record 84 Page 85 - and examined -

A. P. Langshaw - Judge of Probate