STATE OF ALABAMA

AFFIDAVIT

JEFFERSON COUNTY

Before me, the undersigned authority, in and for said County in said State, personally appeared L. A. Moorer, who after being first duly sworn, deposes and says:

That he is the owner of the following described property situated in Shelby County, Alabama, to-wit: East half (E½) of southwest quarter (SW\$) and southeast quarter (SE\$) of northwest quarter (NW\$) of Section 36. Township 19, "ange 3 west, except 10 acres in the northwest corner of said last named 40 acre tract, which 10 acres were conveyed to John R. Jones on January 3, 1888; and except the minerals and mining rights which have been heretofore conveyed. Further deposing affiant says that he purchased this property on December 4, 1916 from the heirs at law of Sanders Jones; that he immediately took possession of said property, erected a house thereon and placed tenants in possession of said land, who lived on said property and cultivated the same gach year, and that a crop was made on said land by his tenants each year until he sold said property to Frances Whatley in April 1919, she being the wife of Frank Whatley, who had been living on said property as a tenant of affiant.

Further deposing affiant says that Frances Whatley and her husband took immediate possession of said property and continued to reside on same until the death of Frank Whatley, which occurred sometime during the year 1922 to the best of affiant's recollection and that continuously during said period said parties resided on said land and cultivated portions thereof, and that following the death of Frank Whatley, Frances Whatley continued in the actual possession of said land cultivating it, up to the time she sold same to affiant on January 20, 1923. Affiant again took actual possession of said property and has continuously, since said time, had portions thereof cultivated every year by tenants.

Further deposing affiant says that when he bought said property from the heirs of Sanders Jones he gave back a mortgage to N. E. Jones, Trustee for the parties who had conveyed to him, which mortgage secured the sum of \$900.00.

Further deposing affiant says that the nine notes for \$100.00 each secured by said mortgage were paid by him in full; that the notes and mortgage were delivered to him and the same have been destroyed.

L. A. Moorer

Subscribed and sworn to before me this the

8th day of July 1926.

D. K. McKamy--Notary Public

THE STATE OF ALABAMA

I, L. B. Riddle, Judge of Probate hereby certify that the within affidavit was filed in this office for record July 8th 1926 at 2 oclock P.M. and recorded in Deed record 80 page 496 and examined.

L. B.Riddle--Judge of Probate