

## AFFIDAVIT

STATE OF ALABAMA )

JEFFERSON COUNTY )

Before me the undersigned authority in and for said State and County personally appeared R.F. McKibbon who being by me first duly sworn deposes and says, under oath as follows: That my name is R.F. McKibbon and I formerly lived in the town of Montevallo Alabama, and did business in said town for a number of years; I knew H.C. & W.B. Reynolds at the time they were in business in the town of Montevallo, Alabama, under the firm name of H.C. & W.B. Reynolds, which said firm was composed of H.C. Reynolds and W.B. Reynolds; that on the 4th day of January, 1897, I purchased from the firm of H.C. and W.B. Reynolds the following described tract of land, in the town of Montevallo, Alabama, to-wit: a certain lot or parcel of land lying on the northwest side of the bridge crossing Shoal Creek in Montevallo, Alabama, and being adjacent to said bridge and on the north side of Shoal Creek, dimensions as follows: Commencing immediately on the bank of said Shoal Creek 20 feet below the north pier of said bridge and running along the fill or approaches to said bridge for a distance of 90 feet, thence in a northerly direction along Depot Street for a distance of 275 feet, thence in a direction at right angles to said street for a distance of 222 feet until said creek is reached, thence along said creek to place of beginning.

Affiant further says that on the date of said purchase he went into possession of said tract or parcel of land and has regularly assessed and paid taxes on the same since said date; that on June 21, 1897 he executed a mortgage to the above named firm on the above described parcel or tract of land, which said mortgage is recorded in the office of the Judge of Probate of Shelby County, Alabama, in Mortgage Book 44, on page 369; that within about one year from the date of the execution of the above described mortgage he paid to the firm of H.C. & W. B. Reynolds the amount secured by said mortgage, together with all interest and charges and demands due thereon and thereunder, and that at said time of payment the said firm of H.C. & W. B. Reynolds promised that they would have the record of said mortgage show the fact of said payment of said mortgage, which affiant thought had been done until during the month of January 1930, when he had an abstract prepared to said tract of land, which said abstract disclosed that said satisfaction has not been entered; that affiant did business with said firm of H.C. & W.B. Reynolds for a long time after the date of said mortgage and the payment of said indebtedness thereby secured and at no time did either of the above named members of the firm or any of their agents ever make any claim or demand that said mortgage had not been paid nor satisfied, nor has any administrator or executor of said members of said firm ever made and claim or demand that same was not paid or satisfied; nor has any heir or distributee, of the estates, of H. C. Reynolds or W. B. Reynolds made any claim or demand on such mortgage or ever claimed that the same was not paid in full; that H.C. Reynolds was a resident of Montevallo, Alabama, for more than 20 years after the date of the payment of said indebtedness and prior to his death, and during that time saw affiant on numerous occasion and at no time did he ever make any claim or demand as to there being anything due under and by virtue of said mortgage; that upon the death of H.C. Reynolds, the said W. B. Reynolds was appointed administrator of his estate and at no time during the administration did the said W.B. Reynolds as such administrator or otherwise make any claim that said mortgage indebtedness was not paid; that the said W. B. Reynolds died on or about the 17th day of March 1928 and during the time from the date of the payment of said mortgage to his death did he ever make any claim



or demand that said mortgage had not been paid in full, nor has the Executor of the estate of said W. B. Reynolds ever made any claim or demand that said mortgage indebtedness was not paid in full.

Affiant being further sworn deposes and says that on or about the 27th day of March 1900, he purchased from H.C. Reynolds and wife Augusta Reynolds, the following described lot to-wit: Lot No. 4 in Block No. 51, according to the plat of Reynolds Addition to the town of Montevallo, Alabama.

That on the same date, he executed a mortgage to H.C. Reynolds to secure the sum of \$175.00 on said above described lot, and that said \$175.00 was evidenced by several promissory notes the last due in approximately two years from the date of said mortgage; that he paid said notes and interest and charges when the same came due, paying the last one some time during the Spring 1902; that soon after he purchased the last above described lot, he built a home on the same and lived on same for several years, regularly assessed and paid taxes on same, and has been in possession of same and claiming to own the same since the date of said purchase, and that the said H.C. Reynolds, or his administrator, heirs or next of kin, or the agent of either have ever made and claim or demand that the indebtedness secured by said mortgage had not been paid; that at the time of payment of said above described last payment, he requested that the said H. C. Reynolds mark the record of said mortgage satisfied and discharged, which he promised to do and that affiant thought and was under the impression that same had been done until some time during the month of January 1930, when he had an abstract prepared on said lot and then discovered that said record had not been satisfied; that he did business with the said H.C. Reynolds for several years after the payment of said mortgage indebtedness and that H.C. Reynolds lived in Montevallo Alabama, where said lot is located, for more than 15 years after said last named note was due, and never made and claim or demand that said indebtedness was not paid in full; that during the time since the respective dates of purchase of the above described lots, affiant has been in the continuous, adverse, open, interrupted and peaceful possession of said lots or parcels of land, free from the adverse claim of any one.

R.F. McKibbin (L.S)

Sworn to and subscribed before me this the 15th day of March 1930.

F. Bozeman Daniel  
Notary Public Jefferson County Alabama

THE STATE OF ALABAMA )

SHELBY COUNTY )

I hereby certify that the within affidavit was filed in this office for record April 12th 1930 at 2 o'clock P.M. and recorded in Deed record 91 page 150 and examined.

Cage Head- Judge of Probate