JEFFERSON COUNTY)

Before the undersigned authority in and for said County, in said State,

personally appeared, N.B. Smith, who being by me first duly sworn deposes and says on oath

as follows:

I am the mortgagor in the mortgage to A. H. Cather dated October 2, 1929, and recorded in Mortgage Book 158 at page 518, records of mortgages in the office of the Judge of Probate of Shelby County, Alabama, I am also the grantee in the quit claim deed executed by A. H. Cather and wife, dated the 23rd day of October, 1929, and being recorded in Deed Book 90 at page 153, records of deeds in the office of the Judge of Probate of said County. The property described in said deed being S½ of the NE½; the NW¼ of the NE½ of Section 11; 6 acres on the Southside of the SW½ of the SE¼ of Section 2; and 20 acres more or less on the Southeast xxxxx side of the railroad designated in said deed as the "B and A" railroad, but which railroad is in fact, the Atlanta, Birmingham and Coast Railroad, said 20 acres being all of the land on the Southeast side of the Right of Way of said railroad, in the SE½ of the SW½ of said Section 2, All of said lands being in Township 20, Range 2 West.

The lands set out and described in said mortgage being all of the lands set out and described in said deed and an addition thereto, the Northeast quarter of the Northwest quarter of Section 11,

affiant further deposes and says that said deed and said mortgage between affiant and the said A. H. Cather constituted one and the same transaction, and that although the said deed is dated after the date of said mortgage, both instruments were delivered contemporaneously Said transactions being based upon a negotiation by which said A. H. Cather sold and conveyed to affiant the lands set out and described in said deed and at the same time, and as a part of the same deal and transaction, took back said mortgage to secure a part of the purchase money consideration moving from affiant to said A H Cather.

Affiant further deposes and says that he has never disputed or questioned the fact that said mortgage was a valid and legal mortgage against said property, and that he has at all times acknowledged the said A H Cather as mortgagee, under the terms of said mortgage.

N. B. Smith

Subscribed and sworn to before me this the 14th day of March, 1935.

L R Hanna Notary Public.

Filed for record in this office March 21st 1935 at 11 AM and recorded in deed record 98, page 236 and examined.

L C Walker, Judge of Probate.