

AFFIDAVIT

STATE OF ALABAMA*

JEFFERSON COUNTY)

Before the undersigned authority in and for said County, in said State, personally appeared A. H. Cather, who being by me first duly sworn deposes and says on oath as follows:

I am the mortgagee in the mortgage by N.B. Smith and wife dated October 2nd 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 grantor in the quit claim deed executed to said N.B. Smith dated the 23rd day of October, 1929, and recorded in Deed record 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 the S $\frac{1}{2}$ of the NE $\frac{1}{4}$; the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11; 6 acres on the South side of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 2, and 20 acres more or less of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 2, situated on the Southeast side of the Right of Way of the railroad designated in said deed as the "B and H", 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 said 40 acre tract. All of said lands being in Township 20, Range 2 West.

The land set out and described in said mortgage being all of the lands set out and described in the aforesaid deed and in addition thereto also the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, in said Township and range.

Affiant further deposes and says that said deed and said mortgage between affiant and the said N. B. Smith constituted one and the same transaction, and that although the said deed was dated after the date of said mortgage, both instruments were delivered at the same time, said transaction being based upon a negotiation by which affiant sold and conveyed to N. B. Smith 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 the said N. B. Smith to affiant.

Affiant further says that no question has ever been raised by the said N. B. Smith or anyone else has ever questioned affiant's ownership of said land by virtue of said mortgage and the foreclosure thereof.

A. H. Cather

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

J C Sheehan

Notary Public.

Filed for record in this office March 21st 1935 at 11 AM and recorded in deed record
98, page 237 and examined

L C Walker, Judge of Probate.