

## Affidavit

State of Alabama,  
Shelby County....)

Before me, L. C. Walker, Judge of Probate in and for Shelby County, Alabama, personally appeared W.T. Taylor, Jr., who being first duly sworn deposes and says as follows: My name is W.T. Taylor Jr., and on May 4th, 1925, I purchased from my father W.T. Taylor Sr., which is known as the mill and gin property in the Town of Wilsonville, Alabama, that at the time of my said purchase of said property I assumed a mortgage executed by W.T. Taylor Sr., and wife, to the J.F. Pope Company, Inc., securing the sum of \$5500.00, and the property I so purchased from my said father being included in said mortgage securing said sum named above, said mortgage being recorded in the office of the Judge of Probate of Shelby County, Alabama, in mortgage record Vol. 115 on page 16; a part of the purchase price I paid W.T. Taylor Sr., for said property above referred to was the assuming of the indebtedness to the J.F. Pope Company, secured by mortgage on said property, which is above referred to, the balance being on said May 4th, 1925, the sum of \$1949.00; affiant further states that on said May 4th, 1925, he and his wife executed to the J.F. Pope Company, Inc., a mortgage upon said mill and gin property securing the said sum of \$1949.00, the said Incorporation above named owning said mortgage executed by W.T. Taylor Sr., to the J. F. Pope Company, the said J F Pope being deceased at the time of said transfer; affiant further states that on a later date he purchased certain machinery from the Lummus Cotton Gin Company, a corporation, agreeing to pay for said machinery the sum of \$8500.00, and executed a conditional sale contract on June 15th, 1927, to said Cotton Gin Company, which said instrument is recorded in the Probate Office of Shelby County, Alabama, in mortgage record, Vol. 148 on page 270; affiant further states that on July 1st, 1930, he was unable to pay to the said Lummus Cotton Gin Company, a corporation, the sum of \$4400.00, which was then due and past due under and by virtue of the terms of said conditional sale contract, above referred to, and in order to procure the funds with which to satisfy the said Lummus Cotton Gin Company, a corporation, affiant borrowed from Walter Hoffman, the sum of \$5392.00, which sum includes the principal and the interest to become due upon each note securing by said mortgage; affiant further states that the funds procured from the said Walter Hoffman, secured by said mortgage, last named, were used for the payment of the purchase price of the property described in the conditional sale contract which affiant executed to Lummus Cotton Gin Company, a corporation, and which is referred to above, said mortgage of affiant to said Walter Hoffman, above referred to, being recorded in the Probate Office of Shelby County, Alabama, in mortgage record vol. 155 on page 243.

Affiant further states that by agreement with the J.F. Pope Company, Inc., it was agreed that his mortgage to it securing the sum of \$1949.00 and dated May 4th, 1925, should be satisfied in order that the mortgage above referred to Walter Hoffman, would be a first lien upon said property described in said mortgage. Affiant further states that when the said mortgage was satisfied there was due upon the same \$1650.00, which sum was, as aforesaid, not paid, and immediately after the execution of the said mortgage of affiant to Walter Hoffman, affiant and his wife, executed and delivered to the J.F. Pope Company Inc., a second mortgage upon said property securing the said sum of \$1650.00, which said sum was a part of the original purchase price for said property described in said mortgage.

W. T. Taylor, Jr.,

Sworn to and subscribed before me on this the 15th day of August, 1935.

L. C. Walker, Judge of Probate.

Filed for record in this office August 16th 1935 at 11 o'clock AM and recorded in deed mortgage record 98, page 524 and examined. L C Walker, Judge of Probate.