State of Alabama, Shelby County)

Personally came and appeared before me, J. R. Johnson, a Justice of the Peace, in and for said County in said State, George W. Morgan, who after being first by me duly sworn

according to law to speak the truth, deposes and says, that he is sixty-eight years of age and that he

has known and been well acquainted with the hereinafter described property all of his life,

to-wit:

Commence at the intersection of the Northwest line of Broad Street and the Northeast line of Shelby Street in the Town of Montevallo, run thence Northeasterly along the said line of Broad Street 107.7 feet for a point of beginning, from thence continue in a Northeasterly direction along said line of Broad Street 25.5 feet, run thence Northwesterly parallel with Shelby Street 300 feet, more or less, to the Southeast line of Valley Street, run thence Southwesterly along said line of Valley Street 25.5 feet, run thence in Southeasterly direction to point of beginning.

Affiants father died intestate in the year 1869 in possession of said lot under color of title, leaving surviving him his widow, affiant and Samuel II. Morgan, as his sole heirs at law.

There was a, large store building which covered all of the front of above lot and a part of adjoining lot, This store and premises affiants=mother rented to tenants who conducted business therein until about the year 1894 when affiant, Samuel J. Morgan and C. L. Meroney went in to the mercantile business in said building under the firm name of Morgan & Meroney. Meroney did not own nor claim any interest in the realestate.

Affiants mother died about the year 1896.

Meroney withdrew from the business in a few years and affiant and Samuel J. Morgan continued the business in the same building as Morgan Brothers until about the year 1904 whem the business was incorporated under the name of Morgan Brothers Mercantile Co. Affiant and Samuel J. Morgan conveyed the store house and lot including caption lot to said corporation and it conducted a mercantile business there until the year 1914 when the building was destroyed by fire.

Soon after the fire Morgan Mercantile Company (Morgan Brothers Mercantile Co. having been changed to Morgan Mercantile Co. by amendment to charter) conveyed the above described lot to William B. Reynolds, who went in to immediate possession and built a brick store on said lot, which he rented to tenants who conducted business therein until the year 1920, when said building burned.

Soon thereafter said Reynolds conveyed said lot to George H. Kendrick who went in to possession and immediately rebuilt said building useing the old walls. That the said eorge H. Kendrick has since been in possession of said building and premises operating a barber shop in part of building and renting the other part to tenants who conduct their business there.

That since affiant can remember the said George H. Kendrick, and those from whom he claims title, has been in the actual, open, notorious, adverse, hostile, exclusive, peaceful, quiet possession of said lot under color of title and claim of ownership, That no one has ever been in possession of any part of said hot claiming adverse to said owners. Nor has anyone ever asserted any claim, to any right, title or interest in or to said lot adverse to said owners. Nor has affiant ever heard of anyone disputing title of said owners; ...

Affiant's attention has been called to a mortgage given by Morgan Brothers Mercantile Company to the West Blocton Savings Bank of West Blocton, on January 21st 1913 and recorded in the office of the Judge of Probate in and for Shelby County, Alabama in Mortgage Book #102 at page 539. While affiant can not definitely recall this mortgage, he knows that all indebtedness was paid before it was liquidated in 1914. Said West Blocton Savings Bank of "est Blocton, Alabama failed a number of years ago and has been liquidated. No effort has been made by liquidating agents to foreclose said mortgage. Affiant knows that no payment has been made on said mortgage for more than twenty years by any one with authority to represent Morgan Brothers Mercantile Company.

George W. Morgan

Sworn to and subscribed before me this the 14 day of

December 1935. Nineteen Hundred and Thirty-five.

J. R. Johnson

Justice of the Peace.

Filed for record in this office June 4th 1936 at 2 PM and recorded in deed record 101, page 38 and examined L. C. Walker, Judge of Probate.