

Affidavit

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, Dr. E. G. Givhan, who after being first by me duly sworn according to law to speak the truth deposes and says that he is 65 years of age and has lived in Montevallo, Alabama, for the past forty years and during that time has been well acquainted with the following described lot and those in possession thereof, 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 a Southeasterly direction to point of beginning.

When affiant came to Montevallo about forty years ago Morgan & Meroney were operating a mercantile business in a building that covered the front of the above described lot and a part of the adjoining lot. It was affiant's information that this firm did not own the property but rented it from George W. Morgan and Samuel J. Morgan and their mother. After a few years Meroney withdrew from the firm and the business continued under the name of Morgan Brothers or Morgan Brothers Mercantile Co. until about the year 1914 when said store burned.

Soon after said fire William B. Reynolds bought the above described lot from Morgan Brothers Mercantile Company and went in to immediate possession building a brick store on said lot that covered the front part of it, which said building he rented to tenants who occupied the same until about the year 1920 when this building burned. Soon thereafter said William B. Reynolds sold and conveyed said lot to George H. Kendrick who immediately went in to possession and rebuilt said building using the old walls. That the said Kendrick has since been in possession of said lot using a part for a barber shop and renting a part to tenants.

That for the past forty years the said George H. Kendrick and those through whom he claims have been in the actual, open, notorious, adverse, hostile, exclusive, continuous, peaceful, quiet possession of said lot claiming it under color of title and claim of ownership. No one has during this time ever been in possession of any part of said lot claiming adversely to said owners, nor has affiant ever heard of any one claiming any right, title or interest in or to said lot adverse to said owners nor has he ever known of their title being disputed.

E. G. Givhan

Sworn to and subscribed before me this the 11th day of December, 1935

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 40 and examined L. C. Walker, Judge of Probate.