#110

STATE OF ALABAMA
SHELBY COUNTY

Before me, the undersigned authority, personally appeared E. W. Atchison, who being duly sworn deposes and says that he resides at Columbiana, Alabama; that he is Secretary-and Treasurer of the Atchison Lumber Company, inc., a corporation, and was on and prior to April 7th, 1927, and has been continuously since the last named date; that for more than 15 years last past he has been acquainted with the following described tract of land, to-wit:

Beginning at a point on the west margin of Main Street in the town of Columbiana, 228 feet north of the point of intersection of north margin of Sterrett Street and the west margin of Main Street at an iron stake marking the northeast corner of the lot formerly known as the J. L. Peters residence lot, and from said last named point run thence north along the west margin of Main Street a distance of 119 feet to a point; run thence west parallel with Sterrett Street a distance of 419 feet to a point; run thence south and parallel with Main Street a distance of 119 feet to a point; run thence east and parallel with Sterrett Street a distance of 419 feet to point of beginning on the west margin of Main Street. Said lot being also known as the Ed Atchison residence lot. Said lot being a part of the Southeast Quarter of Section 23, Township 21, Range 1 West, and being a part of that tract of land described in that certain conveyance from the Columbiana Savings Bank to the Alabama Cooperage Company, a corporation, dated December 22nd, 1932, and recorded in Deed Book 98 on page 117, in the office of the Judge of Probate of Shelby County, Alabama, and being further known as a part of Lot #104, according to W. J. Horsley's map of the town of Columbiana, Alabama.

Affiant further says that the above described tract of land was included in that conveyance from J. L. Peters and others to Atchison Lumber Company, dated March 9th, 1927, and which said deed is recorded in Deed Book 94 on page 65, in the office of the Judge of Probate of Shelby County, Alabama.

Affiant further says that on April 7th, 1927, that the Atchison Lumber Company together with the Stockholders therein, namely,— W. F. Atchison, J. F. Atchison and E. W. Atchison, conveyed the above described lot and other lands to W. G. Parker securing the sum of \$1655.78, by mortgage to said W. G. Parker, and which is of record in Mortgage Book 141 on page 382, in the office of the Judge of Probate of Shelby County, Alabama; affiant further says that on April 6th, 1929, that the Stockholders of said corporation executed another mortgage to the said W. G. Parker, which was a renewal and as further security of the indebtedness named in the first mortgage, and which included the indebtedness, together with interest, and which said mortgage is recorded in Mortgage Book 155 on page 98, in the office of the Judge of Probate of Shelby County, Alabama; affiant further says that the Atchison Lumber Company, together with the Stockholders therein executed another mortgage on November 8th, 1930, to W. G. Parker, securing the sum of \$2300.00, which said mortgage was a renewal of the indebtedness secured by the first named mortgage, in which said mortgage conveyed the lot hereinabove described and other lands, and is recorded in Mortgage Book 155, on page 299.

Affiant further says that of his own personal knowledge he knows that the indebtedness secured by the first mortgage to W. G. Parker, and dated April 7th, 1927, together with interest on said original indebtedness; and that there was no new indebtedness for each succeeding mortgage, but that each of these mortgages was renewal of the first mortgage, as aforesaid.

Affiant further says that he was the grantee in that certain deed from Atchison Lumber Company to E. W. Atchison, dated November 29th, 1930, conveying the above described lot and other lands, which said deed is recorded in Deed Book 95 on page 54, in the office of the Judge of Probate of Shelby County, Alabama.

Affiant further says that he has no right, title or interest in and to the above described property and that he makes no claim thereto.

Affiant further says that the Atchison Lumber Company does not own or claim any right, title or interest in or to the said above described lot, its interest and claim having been conveyed under and by virtue of the foreclosure deed from the Atchison Lumber Company to the Columbiana Savings Bank, dated December 17th, 1932, and which said deed is recorded in Deed Book 95, on page 113, in the office of the Judge of Probate of Shelby County, Alabama.

E. W. Atchison

Sworn to and subscribed before me, this the 14th day of May, 1938.

Paul O. Luck Notary Public, Shelby County, Alabama.

Filed in this office October 31, 1939 and recorded on Page 48 Record of Deeds, No. 107 and examined.

L. C. Walker, Judge of Probate