STATE OF ALABAMA

JEFFERSON COUNTY

Before me, the undersigned authority, personally appeared Julian E. Dow, who being first duly sworn deposes and says that he resides in Birmingham, Alabama, and has resided there continuously for more than twenty years, and that for a number of years he has been acquainted with the hereinafter described lands in Shelby County, Alabama, to-wit:

The West Half of Section 14, Township 21, Range 4 West, containing 320 acres, and the Northeast Quarter of the Northeast Quarter of Section 15, Township 21, Range 4 West, containing 40 acres, containing 360 acres, more or less, herein conveyed, and situated in Shelby County, Alabama.

Affiant further says that he furnished the money and had bought in the name of Paul Savage as his trustee that certain mortgage executed by the Superior Coal and Coke Company to the Merchants and Mechanics Trust and Savings Bank of Birmingham, Alabama, and which said mortgage was after the date of execution transferred and assigned by the Merchants and Mechanics Trust and Savings Bank to the Jefferson County Bank, and which said mortgage is recorded in Mortgage Record Book 98 on page 148 in the office of the Judge of Probate of Shelby County, Alabama and which said mortgage was transferred and assigned by D. F. Green as Superintendent of Banks, who had charge of the affairs of the Jefferson County Bank of liquidation and which said transfer was made together with certain other indebtedness executed by Superior Coal and Coke Company and the Walker County Coal Company to the Jefferson County Bank, and that for both considerations your affiant paid the sum of \$8000.00, and that he was the real purchaser and the party who paid the purchase price under such transfer and assignment, as aforesaid.

Affiant further says that on March 13, 1920, after said mortgagee was transferred and assigned, as aforesaid, the affiant redeemed the above described lands from the State of Alabama from a tax sale made on June 26, 1916, andon the date of said redemption paid the taxes for the years 1916, 1917, 1918, 1919 and 1920, and immediately took charge and possession of said property in his own name and right. Affiant further says that the default of said mortgage continued after the date of said transfer and assignment, as aforesaid, and that the said Paul A. Savage as affiant's trustee foreclosed said mortgage on September 18, 1924, and at said sale became the purchaser therefor in the name of Paul A. Savage who was the trustee of your affiant, and that at said sale your affiant was the real purchaser and the party who furnished the money. Affiant further says that the said Paul A. Savage never had any right, title or interest, or made any claim thereto other than merely acting as an agent and trustee for your affiant, and that said trusteeship ceased and became inoperative immediately after the foreclosure of said mortgage, and that your affiant, as aforesaid, took charge and lossession of said lands immediately after the date of said assignments and after the date of said foreclousre, as aforesaid.

Affiant further says that the said Paul A. Savage and Paul Savage mentioned as trustee in the several conveyances of record are the one and the same person, and that the said Paul A. Savage has been dead for several years, and at no time other than as named above has he ever had charge of any character whatever of the lands described herein, and that said trusteeship was limited and contituted strictly and solely for the transaction named as aforesaid.

Julian E. Dow

Sworn to and subscribed before me on this the 1st day of November, 1939.

Elizabeth G. Ringland, Notary Public Jefferson County, Alapama

Filed in this office November 6, 1939 at 2:30 pm and recorded in Deed Record 107 on page 78 and examined.

L. C. Walker, Judge of Probate