

Affidavit

State of Alabama,
Shelby County

Before me, the undersigned authority, in and for said State and County, aforesaid, personally appeared W. F. Davis, who being first duly sworn deposes and says that he resides at Columbiana, Alabama. That he is now president of the Columbiana Savings Bank, and has been continuously for the past 20 years. That he is familiar with the tract of land described in the deed from J. L. Peters and others to Atchison Lumber Company, dated March 9, 1927, and which deed is recorded in Deed Book 94 on page 65, and which said lands are also described in the several mortgages given from Atchison Lumber Company together with the Stockholders of said Atchison Lumber Company, a corporation, to W. G. Parker, as shown of record in mortgage book 141, on page 382, mortgage book 155, page 98, mortgage book 155, on page 299, and being described as 28 acres in the East Half of the Southeast quarter of Section 23, Township 21, Range 1 West, and on the west side of Main Street in the Town of Columbiana, Alabama.

Affiant further says that he has known the stockholders of Atchison Lumber Company, a corporation, namely: W. F. Atchison, E. W. Atchison and J. F. Atchison, for a number of years, and that he knew W. G. Parker during his lifetime, and that he departed this life on

or about the 14th day of October, 1935; Affiant further says that he negotiated with W. G. Parker and the Atchison Lumber Company, together with the stockholders thereof, in the transfer and assignment of that certain mortgage given by said Atchison Lumber Company and others to W. G. Parker, dated November 8, 1930, and recorded in mortgage book 155, on page 299, all in the office of the Judge of Probate of Shelby County, Alabama, and which mortgage conveyed the lands heretofore described; and that in the negotiation of said assignment that he discussed the matter in detail with the said W. G. Parker and also discussed the matter of the indebtedness therein secured with the Atchison Lumber Company and its stockholders as named above; and that affiant was told by both parties to said mortgage that the mortgage transferred to Columbiana Savings Bank, as shown of record in Deed Book 95, on page 52, was for the original purchase price and interest for said lands. Affiant further says that he was told by the said W. G. Parker and the Atchison Lumber Company together with the stockholders thereof, that the

said mortgage transferred was but a renewal of the original purchase money mortgage on said lands; and that the indebtedness secured in said mortgage was in fact a purchase money mortgage and was the same indebtedness given for the purchase price, together with interest on said original indebtedness up to the date of the mortgage transferred to the Columbiana Savings Bank; and that there was no new indebtedness for either of the several mortgages executed, but that it was merely a renewal of the original indebtedness, together with accumulated interest to the date of renewal; and that the last named mortgage was executed with the clear intent of the parties to said mortgage that the same were executed with the sole intent and purpose and with the understanding that the giving and taking of new mortgage and notes were simply to extend or renew the debt secured by the first mortgage, as heretofore set out. Affiant further says that he was advised at that time by the parties to said mortgage that there had never been one dollar paid on the indebtedness secured by the several mortgages, nor were the said indebtedness credited with any payments, nor were the original mortgage and notes ever marked paid or surrendered by the said W. G. Parker to the mortgagors in said mortgages, nor was any release of any character executed; and that the sole intent of all parties to said several transactions, as aforesaid; was to renew and extend the original indebtedness in order to keep the indebtedness current insofar as the record was concerned. Affiant further says he was advised by said parties that the mortgage transferred to said Columbiana Savings Bank, as aforesaid, was given in renewal and not in satisfaction of either of the preceding mortgages; and that the amount due thereon with interest was carried forward into the succeeding mortgage which was transferred to the Columbiana Savings Bank. Affiant further says that upon the bases and upon the representations, as aforesaid, made by parties to said mortgages to your affiant, that the Columbiana Savings Bank, upon the advice of counsel, purchased said mortgage as the purchase price mortgage for said lands.

Affiant further says that he has no pecuniary interest in the lands described in the several mortgages, as aforesaid.

W. F. Davis

Sworn to and subscribed before me on this the 24th day of January, 1940.

L. C. Walker,
Judge of Probate, Shelby County, Alabama.

Filed for record in this office February 8th 1940 at 8 AM and recorded in deed record 107, page 598 and examined L. C. Walker, Judge of Probate.