STATE OF ALABAMA

SHELBY COUNTY

Before me, the undersigned authority, personally appeared Paul O. Luck, who being first duly sworn deposes and says that he resides at Columbiana, Alabama, and that he is a practicing attorney and has been for the past twenty-five years, and is familiar with the tract of land and thettitle thereto described in the deed from J. L. Peters and others to the Atchison Lumber Company dated March 9th, 1927, and which deed is recorded in Deed Book 94 pn page 65 in the office of the Judge of Probateof Shelby County, Alabama, and being described as thirty 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 knew W. G. Parker during his lifetime and that he departed this life on or about October 14th, 1935, Affiant further says that for more then fifteen years next preceding the death of the said W. G. Parker that the affiant was regularly employed as an attorney by said W. G. Parker, and that during said period of employment the said W. G. Parker consulted the affiant frequently concerning his business dealings. Affiant further says that he remembers the occasion in 1927 when the Atchison Lumber Companypurchased the above described lands from J. L. Peters and other, and at that time the said W. G. Parker hald a mortgage against the tract of land described above and other lands, and that as a part of the consideration of the purchase of this tract of land was that the Atchison Lumber Company was to pay the indebtedness due under the mortgage from J. L. Peters and others to the said W. G. Parker. Affiant further says that on April 7th, 1927, the said Atchison Lumber Company together with all the stockholders thereof executed a mortgage to W. G. Parker in the sum of \$1655.78, which was part of the purchase price paid to J. L. Peters and others for the purchase of this land, and that at that time the said W. G. Parker marked the Peter's mortgage satisfied. Affiant further says that he knows that the mortgage indebtedness as shown by the mortgage recorded in Mortgage Book 141 on page 382 by the Atchison Lumber Company and others to W. G. Parker was the indebtedness of the Atchison Lumber Company, but that the said W. G. Parker insisted that the mortgage be executed by the Achison Lumber Company together with all the stockholders therein, and that he had said mortgage executed in this manner.

Affiant further says that when the indebtedness secured by the mortgage recorded in Mortgage Book 141, page 382, as heretofore referred to, was not paid at maturity, the said W. G. Parker discussed this mortgage and the indebtedness secured thereby with your affiant and stated that the Atchison Lumber Company together with the stockholders named herein could not pay the indebtedness at that time and were building and that he was just going to let them renew the indebtedness papers evidencing said indebtedness and extend the payment thereof in order to keep the account up to date, and that he was going to have the stockholders and their wives execute a mortgage, which was done. Affiant further says that the said W. G. Parker stated at that time that the mortgagors named herein had never paid to him one dollar on the original indebtedness heretofore given.

Affiant further says that when that certain mortgage dated November 8th, 1950 from Atchison Lumber Company and the stockholders therein named, and at that time W. F. Atchison, J. F. Atchison and E. W. Atchison were all of the stockholders, and that prior to the execution of the same the said W. G. Parker consulted your affiant concerning the indebtedness and the renewal or extension thereof, and stated that at that time they were never able to make any payments, and that the indebtedness was past due, and that he was going to let them execute another mortgage continuing and extending this indebtedness and break it up into payments in order to give them an opportunity to pay said indebtedness, and that soon thereafter the said W. G. Parker took the mortgage last above described in accordance with this plan.

Affiant further says that on or just prior to the date of the assignment of the mortgage recorded in Mortgage Book 155 on page 299 to said W. G. Parker, that the said Parker discussed with your affiant the indebtedness due under said last named mortgage and stated that the entire indebtedness was are and that no part of it had been paid, and he had carried the same from the date of curchase by the said Lumber Company, and that no part of said indebtedness had been paid from the beginning, and that the Columbiana Savings Bank had offered to purchase the mortgage and the indebtedness, and that he was going to assign his mortgage and indebtedness to the said Columbiana Savings Bank, which was done, and which is shown on Deed Book 95, on page 52, and dated November 25th, 1932.

Affiant further says that he knows that it was the indention of all parties to the several mortgages described herein that in the execution of the several mortgages it was intended to renew and extend the original indeotedness together with interest thereon in order to keep the evidence of debt and the amount due up to date and current in every way, and that the several succeeding mortgages were given in renewal and as an extention and not in payment of the indebtedness, and that the endorsement on the record was in no manner a realese or satisfaction of the debt or the mortgage lien, but as between all parties hereto the purpose was simply a renewal and an extension of the original debt, and not intended to pay and discharge the prior mortgage, and it was never the intention of the mortgagors nor of the said W. G. Parker that the endorsement on the record of the succeeding mortgages was to operate as a satisfaction of the debt and lien.

Paul O. Luck

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

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

Filed in this office February 8, 1940 at 9:30 am and recorded in Deed Record 107 at page 599 and examined. L. C. Walker, Judge of Probate