

STATE OF ALABAMA

SHELBY COUNTY

Before me, the undersigned authority, personally appeared W. F. Atchison, who being first duly sworn deposes and says that he resides at Columbiana, Alabama; and that he is now and has been continuously, since prior to the 9th day of March, 1927, president of the Atchison Lumber Company, a corporation; affiant further says that on the 7th day of April, 1927, W. F. Atchison, affiant, E. W. Atchison and J. F. Atchison, were the owners of all of the capital stock, the officers and Board of Directors, of the Atchison Lumber Company, a corporation, when J. L. Peters, Mary Peters and Ella Peters conveyed to the Atchison Lumber Company, incorporated, a corporation, lands described as being thirty acres on the west side of Main Street and in the East Half of the Southwest Quarter of Section 23, Township 21, Range 1 West, which said lands are more particularly described in the last mentioned deed, and which is recorded in deed book 94 on page 5 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 by all the stockholders joining therein executed to W. G. Parker a mortgage in the sum of \$1655.78, and conveyed therein the lands purchased from J. L. Peters and others, as aforesaid, which said mortgage is recorded in Mortgage Book 141 on page 382, in the office of the Judge of Probate of Shelby County, Alabama. Affiant further says that the indebtedness evidenced by said mortgage was used in payment of the purchase price of said lands. Affiant further says that said indebtedness was the indebtedness of the Atchison Lumber Company, incorporated, a corporation, and that said mortgage was executed as an act of all the stockholders of said corporation and for said corporation and the stockholders thereof.

Affiant further says that on the 6th day of April, 1929, that all the stockholders of said corporation, and as an act, and for said corporation, the stockholders thereof executed a mortgage to W. G. Parker securing \$2082.68, which said mortgage is recorded in Mortgage Book 155 on page 98 in the office of the Judge of Probate of Shelby County, Alabama, and that said mortgage was executed by all the stockholders of the Atchison Lumber Company, incorporated, for and as an act of said corporation, and that said indebtedness was the indebtedness of Atchison Lumber Company, a corporation. Affiant further says that the Atchison Lumber Company, incorporated, a corporation, together with all the stockholders of said corporation executed a mortgage on November 8th, 1930, to W. G. Parker securing the sum of \$2300.00, which said mortgage was executed by all the stockholders and for said corporation, and also as an act of said stockholders, which said mortgage is recorded in Mortgage Book 155 on page 299.

Affiant further says that of his own personal knowledge that he knows that there never was one dollar paid on the indebtedness evidenced by the mortgage to W. G. Parker dated April 7th, 1927, and which said mortgage was given as part of the purchase price. And that the indebtedness evidenced by the second mortgage to W. G. Parker and dated April 6th, 1929, and the third mortgage to W. G. Parker dated November 8th, 1930, was the same indebtedness as the original indebtedness together with interest on said original indebtedness up to the date of the respective mortgages; and that there was no new indebtedness, and on the other hand, it was clearly the intent of the parties to said mortgage that the same were executed with the sole intent and purpose, with the understanding that the giving and taking of new mortgages and notes were simply to extend or renew the debt of the indebtedness secured by the first mortgage, as aforesaid. Affiant further says that there never was one dollar paid on the indebtedness secured by the several mortgage, and that on receipt was ever given as a credit of any kind, nor were the original mortgages and notes ever marked paid or surrendered by the said W. G. Parker to the mortgagors in said mortgages, nor no release of any character was ever executed, and that the sole intent of all parties to said mortgage was to renew and extend the original indebtedness in order to keep the indebtedness and payment evidencing the same, current; and that said succeeding mortgage was given in renewal and not in payment of either preceeding mortgage, and the amount due thereon with interest was carried forward into the succeeding mortgage.

Affiant further says that the endorsement by W. G. Parker on the margin of the record of the several mortgages, as shown of record wherein the record shows satisfied and discharged, that it was not the intent of said W. G. Parker, nor of the mortgagors named in said mortgages, that the indebtedness or lien therein was to be released, but was merely to show that there had been an additional mortgage taken securing the debt evidenced by the respective mortgages, as aforesaid, and that the same was in no manner a release or satisfaction of the debt or the mortgage lien.

Affiant further says that the debt the basis of the judgment in the case of Alabama Machinery Supply Company, against Atchison Lumber Company, was three promissory notes dated July 18th, 1929, two of them for \$89.67 each, and the third note for \$73.06, payable on August 17th, 1929, July 18th, 1929, and October 24th, 1929, respectively, and that judgment was rendered on said notes on November 3rd, 1930, and that said judgment creditor in accepting said notes has not and did not act to its prejudice by reason of such renewals and extensions of said mortgages, as aforesaid. Affiant further says that the basis of the indebtedness of Kahn Manufacturing Company, a judgment creditor, evidenced by Judgment dated December 27th, 1929, was for an open account, and that said Kahn Manufacturing Company has not been prejudiced in any way by reason of such renewals and extensions of said mortgage indebtedness, as aforesaid.

Affiant further says that the said stockholders, as aforesaid, of said Atchison Lumber Company, incorporated, in the execution of the several mortgages, as aforesaid, were acting for the corporation, and as the holders of all the capital stock of said corporation, all for and as an act of the said stockholders and for said corporation.

W. F. Atchison

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

L. C. Walker, Judge of Probate
 Filed in this office February 8, 1940 at 9:30 am and recorded in Deed Record 107 at page 600 and examined.
 L. C. Walker, Judge of Probate