

STATE OF ALABAMA )  
SHELBY COUNTY )

Before me, the undersigned authority, in and for said County and State, personally appeared LONNIE J. COHILL, who, being known to me and who being by me first duly sworn, deposes and says as follows:

My name is Lonnie J. Cohill. I am 55 years of age, and my residence mailing address is P. O. Box 695, Calera, Alabama 35040.

My wife and I are the owners of the following described property situated in the Town of Calera, Shelby County, Alabama, viz:

Lots 1, 2, 3, 4, 13, 14, 15, and 16, in Block 102, according to Dunstan's Map of Calera.

I purchased all of the above described property from W. H. Crawford and wife, Maggie Pearl Crawford, in March 1960, as shown by my deed which is recorded in Deed Book 211, page 690, Office of Judge of Probate of Shelby County, Alabama. I bought said property in my name alone, and it is my understanding now that the deed form for my said deed from Mr. and Mrs. Crawford was a survivorship warranty deed form instead of a regular warranty deed form; however, as stated, there was no intent by either Mr. and Mrs. Crawford, or me, or anyone else, for anyone else but me to be designated as the grantee of said deed.

I later, in January of 1984, executed a joint survivorship deed, putting title to said property in myself and my wife, Henrietta Cohill, as joint tenants with right of survivorship, as shown by deed recorded in Deed Book 356 at page 527 in said Probate Office. Henrietta Cohill and I have been married to each other since before March, 1960, when I bought the above described property.

After buying said property, and going into actual possession thereof, I had siding installed on my residence home situated on said property and in connection therewith, my wife and I executed a mortgage to Merchandise Supply Co., as shown by mortgage recorded in Mortgage Book 301 at page 267, Office of the Judge of Probate of Shelby County, Alabama.

Said mortgage was apparently transferred or assigned to Dixie Acceptance Corporation, as shown by documents recorded in Deed Book 242 at page 860 and Deed Book 257 at page 736 in said Probate Office.

A controversy arose as to the amount owed on said mortgage, and a Mechanic's Lien was filed against said property by Merchandise Supply Co., Inc. as shown at Mechanic's Lien Record 3 at page 137 in said Probate Office.

My wife and I obtained attorney J. Sherrill Hancock to represent us in litigation against Merchandise Supply Company, Inc. and Dixie Acceptance Corporation, to try to establish the amount owed on said mortgage, and Mr. Hancock filed suit in our names against said companies on October 16, 1969 in the Law & Equity Court of Shelby County, Alabama, Case No. 1486. The case was later transferred to the Circuit Court of Shelby County, Alabama, as Case No. 4982, and we reached a settlement of the case in 1972. I am attaching to this affidavit as Exhibit "A" a letter to me dated October 19, 1972 from my attorney J. Sherrill Hancock, which shows that the case was settled for \$1,000.00 to be paid out in payments by me, as set forth in the letter. I did make all of the payments in accordance with the terms of the settlement in Case No. 4982, and said case in the Circuit Court of Shelby County, Alabama was dismissed on November 19, 1976.

It has been pointed out to me that the records of said mortgage in the Probate Office of Shelby County, Alabama have not been marked "satisfied" in accordance with the usual procedure. It was my understanding that the attorney that represented me, J. Sherrill Hancock, had taken care of this matter for me, and I understand that Mr. Hancock is now deceased. I do know that all of the mortgage indebtedness has been paid in full, that nothing further is owed on said mortgage, and that I have not heard or received any claim from anyone to the contrary since I finished my payments that I agreed to make, as aforesaid.

Lonnie J. Cohill  
Lonnie J. Cohill

Sworn to and subscribed before  
me this 23<sup>rd</sup> day of October, 1984.

[Signature]  
Notary Public

LAW OFFICES OF  
COLEMAN & HANCOCK

Suite 1311

2121 BUILDING

BIRMINGHAM, ALABAMA 35203

Telephone 328-5790

RALPH E. COLEMAN  
J. SHERRILL HANCOCK

October 19, 1972

Mr. L.J. Cohill  
Calera, Alabama

Re: Dixie Acceptance Corp.

Dear Mr. Cohill:

Please be advised that Dixie Acceptance Corporation has agreed to our offer of \$1,000 in full settlement of their note and mortgage against your house, same to be paid on a monthly installment basis.

You should bring \$75.00 each month to our office in Calera. Of this amount, \$50.00 will go to Dixie Acceptance and \$25.00 will go toward our attorney fee of \$548.94. By bringing the money to our office, and our writing a monthly check to Dixie Acceptance, we will be able to see that these payments are properly credited.

Yours truly,

COLEMAN &amp; HANCOCK



J. Sherrill Hancock

JSH/pm

*This should start immediately.*

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1984 OCT 24 PM 3:23

*[Signature]*  
JUDGE OF THE COURT

Rec-750  
Ind 1.00  
8.50

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