State of Alabama, } Before me, the undersigned authority for-
Shelby County. } sonally appeared Shelby S. Booth, who having
been by me duly sworn, deposes and says; That he is the son
of Elam Booth and that he is now 60 years old; that he is
acquainted with the: N. E 1/4 of the S. E 1/4 of Section 30 Town-
ship 21 South of Range 4 West Shelby County Alabama, and
has known said lands for fifty years or more. That his
father Elam Booth purchased said land in 1859; that
he purchased same from his mother Elizabeth Booth, who
was the wife of Richard Booth. That at the time his father pur-
chased said land there was a house situated thereon, and
he immediately went into possession and hired on said
land and in said house until his death on the 18th day
of December 1898. That said house was situated on that
part of said forty acres now known and described as lot
number Two in the deed which was made to the undersigned,
Shelby S. Booth by R. J. Griffin Administrator. That the wife of
the said Elam Booth was named Julia A., and she died
in October, 1897. That in the year 1890, his father, Elam
Booth made a division of the said forty acres into
five acre blocks numbered from one to eight, inclusive,
and during that year, he gave to each of his seven chil-
dren five acres of land, or one of said five acre Blocks,
retaining the one known as Block number Two while he
lived. That his said father, in November 1890, made a deed
to him to that part designated as lot number seven, and
particularly described by metes and bounds in said deed;
and that in the spring of 1891, he moved upon the said
five acres of land designated as Lot number Seven, and
has lived there continuously with the exception of the
year 1899, during which year he rented same, returning
the first of the year 1900. That the part of said land desig-
nated as Lot number six was given by his said father to

his daughter, Rhody E. Walker, sister of Affiant, and she sold same back to Elam Boothe in 1897. That that part of said land designated as Lot Number Five was given to Elizabeth Champion, who was also a sister of Affiant and she and her husband sold same to his said father, Elam Boothe in 1896. That Elizabeth Champion to whom the deed shown on page 21 of the abstract was made by Elam Boothe and his wife and Sarah E. Champion who signed the deed to Elam Booth shown on page 22 of the abstract, and dated December 7, 1896 are one and the same; and E. Booth to whom the last mentioned deed was made was Elam Booth, the father of Affiant. That after his said father's death, he purchased that part of said forty acres of land designated as Lots numbered Two, Three and Six at the sale by the administrator of his father's estate, and immediately went into possession of same, and has been in possession of same since that time, cultivating a large part of the land included in each of said lots; that he has rented or had a tenant in the house situated on that part designated as Lot Number Two, which said house was originally occupied by his father; that all of said land except a very small portion, has been continuously in cultivation since he purchased same, and for many years before; that his possession has been open, notorious and adverse without dispute on the part of any person. That his said father, Elam Booth, also purchased the N 1/2 of the N W 1/4 of said Section 30, Tp. 21 South of Range 4 West from Thomas Harrison in the year 1875; that he was put in possession of said lands under a Bond for Title, and affiant does not know whether his father ever received a deed to said lands or not, but he does know that he paid the purchase price, went into possession under said Bond for Title, and remained in the actual possession of said Eighty acres of land until his death in 1898. That at the time his father purchased the said eighty acres of land there was about Fifteen acres of the same in cultivation, a part of which was on each forty; that his father continued to cultivate and rent out to others all of the cleared land on said Eighty

for three or four years after which he turned out or ceased to cultivate about five acres which was situated on the River but continued to rent and cultivate about two acres situated in the Southern part of said Eighty acres of land until his death; that his said father also continuously used timber off of said land for wood, rails and other purposes in connection with his farm. That he (Shelby Booth) purchased said Eighty acres of land at a sale by the Administrator of his father's estate, in February, 1900; that he went into possession of same immediately afterwards, and has continued in the undisputed, open and notorious possession of same from then until the present time; that he himself has cultivated the ten acre field situated on the Southern end of said Eighty acres of land each year since he purchased same in the year 1900, with the exception of one year, when he rented same to his son Isaac Booth who cultivated the same during the year 1910; that since he purchased same he has also been continuously using the timber therefrom for fire wood, rails, posts and other purposes; that no one, so far as he knows, claims any interest whatever in the surface right to said Eighty acres of land. He further states, that his possession, and his father's possession before him, of the two tracts of land above described, was and has been peaceable, undisputed and undisturbed during the period covered by him in this affidavit.

This the 14th day of January, 1914.

Shelby S. Booth.

Sworn to and subscribed before me, this 14th day of January 1914.

H. J. Horsley, Notary Public.

The State of Alabama,
Shelby County. } I hereby certify that the within affidavit was filed in this office for record 23rd January, 1914, at 11 o'clock A. M. and recorded in Deed Record 8-4, pages 384-387, and examined.

J. P. Longshore
Judge of Probate