State of Alabama }
Jefferson County }

Before me, J. S. Freeman the undersigned Notary Public, in and for said county in said State personally appeared John L. Watrous, who, being by me first duly sworn, doth depose and say that he is the mortgagee named in that certain mortgage executed by Montevallo Coal and Railway Company to John L. Watrous dated August 22nd, 1900, and recorded in Book 54, Page 138, in the office of the Probate Judge of Shelby County, Alabama. That at the time of the execution of said mortgage said Montevallo Coal & Railway Company was engaged in the operation of a coal mine, the mouth of which said mine was located upon the NW¼ of the NE¼ of Section 6, Township 22, Range 3, West, and in connection with the operation of said mine said coal company then had in use and operation a railroad or tram track extending from the mouth of said mine to the west line of the S½ of Section 5, Township 22, Range 3, West, and thence along and over the N½ of the S½ of said Section 5, Township 22, Range 3, West to the track of the Southern Railway Company. That said Montevallo Coal & Railway Company had been engaged in the operation of said mine and transporting coal from said mine over said tram or railway track to said Southern Railroad for some time previous to the date of the mortgage to affiant and in and about the carrying on of said mine and operations and the constructions of the hereinafter mentioned houses, said Montevallo Coal &

Railway Company were at said time and had been engaged in cutting timber from various parts of the NW¼ of the NE¼ and the E½ of the NW¼ of Section 6, Township 22, Range 3, West, and said coal company was then and there claiming to be the owner of all the land mentioned and described in the above mentioned mortgage and said coal company continued to operate said mine and use said railway or tram track and said land for mining purposes until said company ceased doing business by reason of its financial condition. That subsequent to said company ceasing to do business as aforesaid affiant did become the purchaser at a Special master's sale by deed dated July 18th 1905, recorded in Book 32, Page 449, Record of Deeds in Shelby County Alabama, of the above mentioned NW¼ of the NE¼ and E½ of the NW¼ of Section 6, Township 22, Range 3, West, and also of the N½ of the SW¼ of Section 6, Township 22, Range 3 West, and also of said tram or rail way track from the mouth of said mine to said railroad, including the land on which the same was situated as described in said mortgage to affiant, said land upon which said tram track was situated being described in his said deed as thirty (30) acres more of less in the right-of-way running from the mines opening to the line of the Southern Railway. That between the time of the cessation of business by the said Montevallo Coal and Railway Company and the purchase as aforesaid by affiant at said Special Master's sale, affiant went upon said lands hereinabove mentioned going around the boundary lines and inspecting said land. At said time and at the time of said Special Master's Sale the above mentioned improvements, consisting of said mine and said railway track, and in addition thereto about thirty-five (35) houses that said coal company had erected upon said land including stores and offices and other buildings built from timber cut from said land and including also a stockade erected from timber cut from said land, and including also a stockade erected

from timber cut from said land, at which said stockade prisoners engaged in the working of said mine were kept in custody, as well as a cemetery containing several graves, were located upon said lands. That during the interval between the said coal company ceasing to do business and the purchase by affiant as aforesaid, said houses were occupied by tenants of the said coal company. That at the time of the purchase as aforesaid, affiant had heard of no one claiming any part of the above mentioned land adversely to the claim of the said Montevallo Coal & Railway Company and upon becoming the purchaser of said land affiant immediately employed and agent to watch and guard the property and look after the same generally. That by permission of affiant said people in said houses continued to occupy the same, recognizing the title of affiant. That it was essential to see that said machinery and houses were looked after and guarded against fire and that affiant kept constantly an agent in charge of said premises as his representatives of said land.

That Dr. W.H. Harrison was the agent of affiant in charge of said land and affiant allowed him as part compensation the rent that he might collect from the tenants in said houses, which houses, or some of them, were thus kept constantly rented until their removal by affiant to the NW¼ of Section 5, Township 22, Range 3 West, about four (4) years ago.

From time to time affiant prospected for coal upon said land, bringing parties with him from the north and on various occasions went upon said property with prospective purchasers, showing and offering to sell the same to them. That affiant and those claiming under him have been assessing and paying taxes upon said property from the time he acquired the same as aforesaid until the present time and his possession of said property and those claiming under him as stated hereinabove continued from said time, down to and including the

present time.

Affiant further says that in said original mortgage the name of affiant was correctly spelled. That affiant and those claiming under him have been in possession of the above mentioned land since he purchased the same as aforesaid, during which time there has been no one adversely claiming the same to his knowledge, except for the fact that the Southern Mineral Land Company and the heirs of Walter Carey were reputed to have some claim to the N½ of the SW¼ of said Section 6 and affiant instituted a suit for the purpose of quieting his title, and, as a result of said litigation and of conveyances from said Carey heirs, affiant became invested with an undivided one half (½) interest in said SW¼ of said Section 6, all of which more particularly appears of record in Shelby County, Alabama.

That affiant did obtain from Allen P. Howison an option dated January 7th, 1909, recorded in Book 41, Page 584, in the office of the Probate Judge of Shelby County, Alabama, upon the E½ of the SE¼ of Section 31, and the NW¼ of the SW¼ of Section 32, Township 21, Range 3 West, and the NW¼ of Section 5, and the E½ of the ~~NW~~ NE¼ of Section 6, Township 22, Range 3 West, Shelby County Alabama, and in said original option the name of said Allen P. Howison was correctly spelled. ~~That affiant~~ That prior to said date, said Allen P. Howison ~~an option dated~~ had put a fence around the eighty acre tract described as the NW¼ of the SW¼ of Section 32, and the NE¼ of the SE¼ of Section 31, Township 21, Range 3 West, and had built a house upon said NW¼ of the SW¼ of Section 32 and had been engaged in cutting timber from said eighty (80) acres, which said fence had been erected so many years prior to the date of said option of affiant the wires had pretty well rusted out and the house was in a very delapidated condition.

That Dr. W.H. Harrison had been acting as agent for said Allen P. Howison in maintaining his possession of the above mentioned eighty (80) acres and affiant understood at the time of his said option that there

was some dispute in reference to the title of said eighty (80) acres between the Tennessee Coal Iron & Railroad Company and said Allen P. Thomison but affiant further says that said dispute has been settled as appears of record in Shelby County, Alabama. Affiant further says that before he acquired the claims of the Tennessee Coal Iron & Railway Company to said eighty (80) acres, that said company also had erected upon the NE¼ of the SE¼ of said Section 31 a house and had also built a fence entirely around said eighty (80) acres and had cleared up a portion of the land and had rented a portion of said eighty (80) acres to a tenant for farming purposes. Said house is still upon said land.

Upon obtaining said option, affiant did some prospecting upon the land mentioned in said option and did also build a house in the middle of said eighty (80) acres and did open a mine in the southern part of the NW¼ of Section 5, and immediately after getting the option did slope about five hundred (500) feet and he and Albert M. Butler, who at said time was interested with him, did take charge and actual possession of all of the land mentioned in said option, cutting a lot of timber off of the first above mentioned eighty (80) acres and cutting timber from nearly all of the land, selling a portion of said timber and using a portion of it in and about the opening of said mine, and did repair some old houses that had been erected by Baird and Clarke upon the NW¼ of said section 5, and did erect some new houses upon said quarter section, said houses being built out of timber cut from the land mentioned in said option.

That subsequent thereto, said Allen P. Thomison conveyed said property to Albert M. Butler, which said title was later vested of record in affiant. That since the time he first opened said mine, affiant and those claiming under him have been assessing said property for taxation and paying the

taxes upon the same and have been openly claiming to be the owners of the same.

That upon the execution of the deed of Walter E. Crittenden and others to the Montevallo Red Ash Coal Company dated March 10th, 1910, recorded in Book 44, page 183, in the office of the Probate Judge of Shelby County, Alabama, said Montevallo Red Ash Coal Company, acting through said Albert M. Butler, did put a man in charge of said property to take and hold possession thereof, claiming to be the owner of said land as against all the world, including affiant, and did have said property fully surveyed and did take charge of the mine and have the water pumped out and put trespass warnings on said property, warning all persons to stay off of the same under penalty of the law, and did go into the actual and open possession of said land, and all of the fixtures and personal property belonging to the same, and did begin the operation of said mine claiming the exclusive right and ownership to said land under said deed. Affiant at said time disputed the sole ownership of the said Montevallo Red Ash Coal Company and so hostile, and open and notorious did become the possession of the said Montevallo Red Ash Coal Company that affiant did seek to enjoin the same, affiant claiming at said time that the title of the said Montevallo Red Ash Company should in equity inure to his benefit to the extent of a one-half (½) interest in said property, and said Montevallo Red Ash Coal Company was at said time denying that affiant had any interest in said property. For the purpose of establishing the title and interest of affiant in said property, suit was instituted by him and his right thereto established, all of which appears of record in said Shelby County, Alabama; and he has since obtained all the right, title and interest of the said Montevallo Red Ash Coal Company, as appears of record in said Shelby County, Alabama.

That from the time said Montevallo Red Ash Coal Company entered upon and took possession of said land under its claim of right so to do under

said deed of March 10th, 1910, down to and including the present time, affiant and those claiming under and through him have been in the actual possession of all of said property described in said deed and same has been undisputed by any other persons, except as stated above by the Tennessee Coal Iron and Railroad Company, which has been settled as stated above.

Affiant and those claiming under and through him have been actually engaged in the operation of a coal mine upon said property, the slope at the present time being about twenty-five hundred (2500) feet. There are now twenty-five (25) or thirty (30) houses that have been built upon said land by those claiming title under and through affiant and said Montevallo Red Ash Coal Company, including also a store house, engine houses, and improvements amounting to many thousands of dollars have been made upon said property and are now upon said property.

Affiant and those claiming through him did at one time lease said property to the Montevallo Domestic Coal Company, which said company operated said mine pursuant to its right under said lease, and did again lease the same to J. M. Smith and others, who are now engaged in operating the same under said lease.

That from the date of said deed of March 10th 1910 down to the present time said Montevallo Red Ash Coal Company and those claiming through it, together with affiant, have been in actual, open, notorious possession of said property, exercising the acts of possession hereinabove enumerated, as well as other acts, all of which has been continuous from said March 10th, 1910, down to the present time, there having been no interruption or break in said possession and acts of ownership of said property during said time.

Affiant further says that he and those through whom he claims and those who claim through him

are now and have been for more than ten (10) years before this date in possession of all of the land described in the deed of Montevallo Red Ash Coal Company and others to affiant dated October 21st, 1914, recorded in Book 57, page 147, in the office of the Probate Judge of Shelby County, Alabama, exercising acts of ownership over the same such as are consistent with the use of said land in the manner stated in this affidavit.

Affiant further says that for the purpose of clarifying the description of the land over which said tram-way was laid in the N½ of the SW¼ of Section 5, Township 22, Range 3 West, he did obtain from Annie Bishop a deed dated May 16th, 1906, and at said time did have said twenty (20) acres in said deed described surveyed and measured, and that since he obtained said deed said twenty (20) acres have been used in connection with the said mine opened on the southern part of said NW¼ of said Section 5, and practically the entire property described in said deed of said Annie Bishop has been since said time, and is now, being constantly used. There has been some prospecting upon the same and there is now a tipple located upon the same and all of the timber has been cut off of the same by affiant and those claiming under and through him.

Affiant further says that said right-of-way mentioned in his said deed of October 21st, 1915, as being twenty-five (25) feet on each side of the center line of the tram railroad formerly belonging to the Montevallo Dogwood Coal Company across the N½ of the SE¼ of said Section 5, is now still in use and has been constantly used for transporting coal from the said mine located as above stated in the southern part of the NW¼ of said Section 5 from the time of the opening of said mine at said place and has been practically in use from the time of the construction of said tram track in the year 1899

Affiant further says that there is not now any house located upon the SW¼ of the SE¼ of Section 31, Township 21, Range 3 West, and nothing to indicate that there ever was a house or home upon the ~~SW~~ ¼ same or that said forty (40)

acres, or any portion thereof, has ever been used as a homstead of for homestead purposes.

Affiant further say that E.W. Holsomback Enoch W. Holsomback, Walter Holsomback and Enoch Walter Holsomback mentioned in certain quit claim deeds of record in Shelby County, Alabama, conveying the NE¼ of the SE¼ of Section 31, Township 21, Range 3 West are one and the same person.

Affiant further says that according to his best judgment some of the timber cut and used in and about the operation of the mines above mentioned has been cut from the SW¼ of Section 6, Township 22, Range 3 West, and that he had the lines to said quarter section surveyed and trespass notices placed upon the same about March, 1910, and affiant has been over said property and the same has been under charge, control and supervision of affiant through his agent, Wm. Harrison, and otherwise, and for the past ten (10) years no one has claimed title to said quarter section adverse to him and those under and through whom he claims and those claiming under him, except, as above stated the one-half (1/2) interest of the said Southern Mineral Land Company.

John L. Watkins

Subscribed and sworn to before me, this 9 day of December, 1920.

J. L. Drennen.

Notary Public.

State of Alabama }
Shelby County }

I, D.W. Weaver, Judge of Probate, hereby certify that the within Affidavit was filed in this office for record 11 day of December 1920 at 8 o'clock a.m. and recorded in Deed Record 67 Pages 625 626-27-28-29-30-31-32-33.

D.W. Weaver.

Judge of Probate.