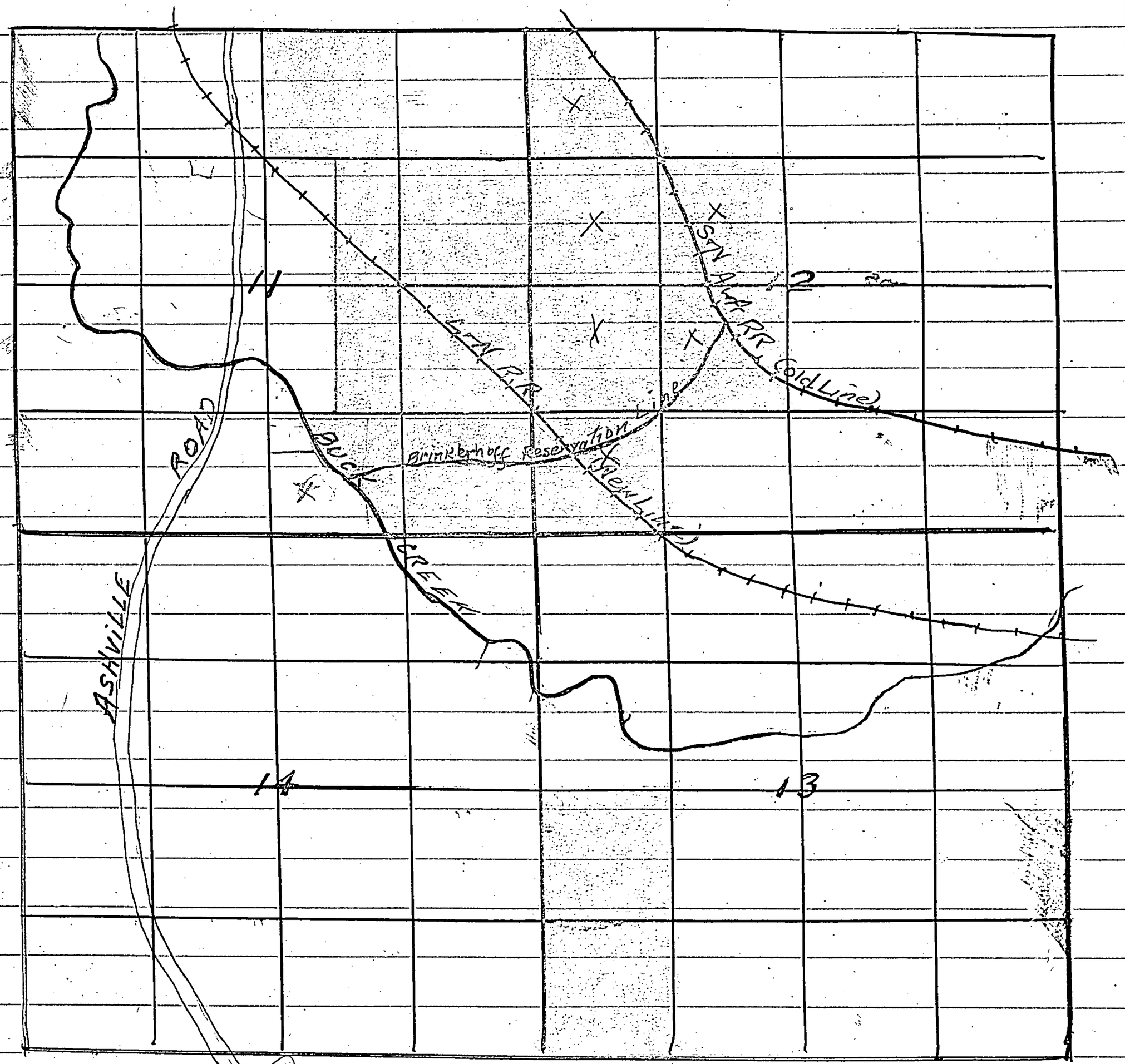
Affidavit of

Respecting the ownership and possession of the following described land, viz: NW¼ of NE¼, SE¼ of NE¼, E½ of SW¼ of SE¼, NE¼ of SE¼, E½ of NW¼ of SE¼, SE¼ of SE¼, that part of SW¼ of SE¼ East of Buck Creek, all in section 11; S½ of NW¼, N½ of SW¼, SW¼ of SW¼, and that part of NW¼ of NW¼ West of Railroad all in section 12; and W½ of SW¼ of Section 13, all in Township 21, Range 3 West, containing five hundred twenty (520) acres, more or less, situated in Shelby County, Alabama.



State of Alabama }
Shelby County }

Before me the undersigned authority in and for said County, in said State personally appeared the undersigned J. H. Fulton who being be me first duly sworn upon oath and on oath says:

That he knows and is familiar with the lands described on the foregoing page number 1, viz: Northwest quarter of Northeast quarter (NW 1/4 of NE 1/4), Southeast quarter of Northeast quarter (SE 1/4 of NE 1/4), East half of Southwest quarter of northeast quarter (E 1/2 of SW 1/4 of NE 1/4), East half of Southwest quarter (E 1/2 of SW 1/4), East half of Northwest quarter of Southeast quarter (E 1/2 of NW 1/4 of SE 1/4), and that part of the South West quarter of Southeast quarter (SW 1/4 of SE 1/4), lying Northeast of Buck Creek of section eleven (11), the South half of the northwest quarter (S 1/2 of NW 1/4), the north half of southwest quarter (N 1/2 of SW 1/4), Southwest quarter of the Southwest quarter (SW 1/4 of SW 1/4), and that part of Northwest quarter of Northwest quarter (NW 1/4 of NW 1/4), lying west of the old line of the L. & N. or (S. & K.A.) Railroad in section twelve (12); and the west half of Southwest quarter (W 1/2 of SW 1/4), of Section 13, all in township twenty-one (21), Range three (3) West, in Shelby County, Alabama, Comprising about five hundred twenty (520) Acres; that affiant has known and been familiar with said lands for about fifty years and for more than twenty years has owned the lands adjoining said lands and immediately south of said lands; that there is situated on said lands in Section twelve (12) north of the Brinkerhoff line two lime kilns and several houses and on the lands in Section eleven (11) north of the Brinkerhoff line some houses and lime quarries and other improvements, and on the lands in Section eleven and twelve (11 & 12) South of the Brinkerhoff line a dwelling house and other improvements; that said improvements have been on said lands for more than twenty years; that affiant remembers when R. E. O'Brien

owned said lime kilns and about two hundred (200) acres of the said land more than thirty years ago and was operating said lime kilns! that affiant remembers when O'Brien and wife sold said portions of said property to W. E. Brinkerhoff & Company about thirty years ago, and remembers that W. E. Brinkerhoff and his wife, Ida K. Brinkerhoff subsequently acquired other of said lands; that affiant remembers that W. E. Brinkerhoff and Joseph T. May who being partners and did business under the name of W. E. Brinkerhoff & Company sold and conveyed all the lands owned by them in said section eleven and twelve lying north of the Brinkerhoff line as shown on the plat on the foregoing page number 1. and the west half of Southwest quarter W½ of SW¼ section fourteen (14). in 1895 to Louisa A. Hardy who was the wife of J. D. Hardy, and affiant also remembers that Louisa A. Hardy also acquired other portions of said lands from Adelbert E. Leonard in 1898. that R. E. O'Brien operated said lime kilns on said lands practically continuously which he owned them, got timber off of said lands and used said lands and improvements as long as he owned them and until they were sold by him or his wife to W. E. Brinkerhoff & Company; that W. E. Brinkerhoff & Company upon purchasing said lime kilns and said portions of said lands which had been owned by the O'Briens began the operation of said lime manufacturing business and operated a stone and feeding mill on the property, and also conducted some farming operations of some of said lands; that upon the sale by W. E. Brinkerhoff and Joseph T. May to Louisa A. Hardy of the lands theretofore owned by them in section eleven and twelve lying north of the Brinkerhoff

line as shown on said plat, and also the West half of Section Thirteen to Louisa A. Hardy. The said Louisa A. Hardy husband took possession of said land for her and began the operation of said lime kilns and quarries thereon, and W.E. Brinkerhoff remained in possession of that part of said lands shown on the plat on the foregoing page number 1 in section eleven and twelve lying South of the Brinkerhoff line, that W.E. Brinkerhoff and his wife continued to farm said lands and either in person or through their tenants who lived in the dwelling house on said portions of said lands, and cultivated portions of said lands lying South of the Brinkerhoff line, continued in the actual, open, notorious, continuous, exclusive, adverse possession of said lands until they were conveyed by W.E. Brinkerhoff and wife to R.C. Borden in 1906: that all of said lands shown as colored yellow on the foregoing plat, except that portion thereof in section eleven and twelve lying South of the Brinkerhoff line were owned by Louisa A. Hardy in 1899, and she was in possession of the same and her husband J.D. Hardy was engaged in operating said lime kilns and quarries thereon, that in 1899 L.A. Hardy and her husband sold to G.W. Holcombe all of said lands except that said part in section eleven and twelve south of the Brinkerhoff line known as the Brinkerhoff Reservation and G.W. Holcombe went into possession of said lands and continued the operation of said lime kilns and quarries thereon: that said G.W. Holcombe remained in possession of said lands for several months: that G.W. Holcombe had given a mortgage to L.A.

Hardy and her husband J. D. Hardy for a part of the purchase price of said property and a few months after the purchase of the property by him L. A. and J. D. Hardy retook possession of said property under the mortgage which G. W. Holcombe had made to them; that G. W. Holcombe afterwards began suit against L. A. Hardy and J. D. Hardy; that L. A. Hardy and J. D. Hardy remained in possession of said property operating the lime kilns and quarries thereon until about 1905, when the suit which G. W. Holcombe had brought against L. A. Hardy and J. D. Hardy was settled in some way and R. E. Bowden purchased all of said lands, except that part known as the Brinkerhoff Reservation; that R. E. Bowden took possession of the property when he purchased it and about the same time or shortly thereafter sold the property to R. L. Hill and W. P. Bowden; R. L. Hill and W. P. Bowden took possession of said lands except the Brinkerhoff Reservation and began the operation of said lime kilns and quarries thereon, and shortly thereafter, about 1905-or 1906, R. E. Bowden purchased from Ida A. Brinkerhoff and W. E. Brinkerhoff and Joseph G. May that part of said lands known as the Brinkerhoff Reservation and upon purchasing such Brinkerhoff reservation conveyed the same to W. P. Bowden; that R. L. Hill and W. P. Bowden owned and operated said lime kilns on the property and lived on the property until about 1906 when R. L. Hill sold his interest in the property to W. P. Bowden and thereafter W. P. Bowden owned all of said lands colored yellow on the foregoing plat and lived on said lands and operated the lime kilns thereon and cultivated portion of said lands for a number of years until about 1915 when W. P. Bowden and wife conveyed all of said lands to Bowden

Lime Company, a Corporation, of which Corporation R. E. Bowden was one of the officers; the Bowden Lime Company continued in possession of said property operating said lime manufacturing plant and quarries thereon until about 1917 when a mortgage on the property which had been given by Dill and Bowden for a part of the purchase price was foreclosed and the property and the property was bought in at such foreclosure sale by A. S. Kahn of Selma, Alabama; that A. S. Kahn took possession of said property upon the purchase by him and rented it out to others who operated said lime kilns and quarries on said property until 1920 when he sold the property to George K. Moore; that for the past year or two some parties by the name of Hammond have been in possession of said lands as tenants of George K. Moore; that official information is that George K. Moore has sold the property to Mrs. Ettie L. Bowden, the wife of R. E. Bowden and that the Hammonds are now in possession of said lands as tenants of Mrs. Bowden; that the various persons named above in the history of the title to said lands have been open, notorious, exclusive adverse possession of said lands continuously for more than forty years and up to the present time operating the lime kilns situated on said lands continuously, quarrying said stone from said lands for use in the manufacture of lime and also for sale for other purposes, uses, cutting timber off of said lands, cultivating portions of said lands and during all of said time the said several successive owners themselves or their tenants have had and

said land, there being a number of dwelling and tenant houses on the property, which have been occupied continuously by succession tenants for the past twenty years or more and none has disputed or in any wise questioned the title of said succession owners to said several portions of said land as hereinbefore set forth; that the said Ellye A. Bowden, the present owner of said lands is now in possession of all of said land colored Yellow on the foregoing plat through her tenants the Hammonds and that she and those through whom she derives title have been in open, notorious, exclusive, hostile, continuous adverse possession of said lands for more than twenty years last past to affiants personal knowledge.

J. H. Sutton

Subscribed and sworen to before me this 24th day of May, 1922

L. N. Whatley
Notary Public & Ex Of J.P.

State of Alabama
Shelby County } I, Geo. Weaver, Judge of Probate, hereby certify that the within affidavit was filed in this office for record 24 day of June, 1922, at 10 O'Clock, A.M. and recorded in Deed Record 71 pages 540 to 541 and examined

Geo. Weaver
Judge of Probate