AFFIDAVIT

STATE OF ALABAMA
SHELBY COUNTY

Before me Cage Head, Judge of Probate in and for Shelby County, Alabama, personally appeared J. L. Isbell and L. H. Ellis who are known to me, and who, being by me first duly sworn, depose and say that they are acquainted with the following tract of land, situated in the town of Columbiana, Shelby County, Alabama, viz:

A certain lot of land in the northwest quarter of the northeast quarter of Section 26, Township 21, "ange I west, being all that part of said quarter section, lying south and west of the L & N Railroad right of way, and north of Depot Street, and east of a branch or ditch crossing said road between said lot and the negro church lot, the same being the negro Baptist hurch, and said Depot Street being the street leading from the Court House of Shelty County, to the depot of Southern Railroad in said town.

Further deposing affiants say, that they have known said land for twenty years or more; that on April 3,,1913, Charles C. Wilson and wife Etta Wilson, deeded said land to Columbiana Ice, Light & Power Company Inc. as is shown by deed recorded in the Probate Office of Shelby County, Alabama, in deed book 53 at page 12.

Further deposing affiants say that said land was sold at Sheriff's sale on "ecember 31, 1917, under a judgment against said Columbiana Ice, Light & Power Company, and at said Sheriff's sale J. H. Compton became the purchaser, as is shown by Sheriff's deed of the aforementioned date, and which said deed is recorded in deed book 63 at page 293.

Eurther deposing affiants say that Columbiana Ice, Light & Power Company went into immediate possession of said tract of land under said deed of April 3, 1913, and remained in the actual, open, notorious, continuous, exclusive, adverse possession of the same until it was sold at said Sheriff's sale on December 31, 1917, and on immediately December 31, 1917, J. H. Compton, the purchaser at said Sheriff's sale, went/into possession of said land and remained in the actual, open, notorious, continuous, exclusive, adverse possession of the same until he sold it to one Martha Nathan and Gus Nathan, but whether he executed a deed to said Nathans affiants do not know, but they do know that said land was sold to said Nathans and that when it was sold by said Compton to them they went immediately into possession of it and remained in the actual, open, notorious, continuous, exclusive, adverse possession of the same until they executed a deed, conveying said land back to said J. H. Compton, which said deed is dated September 2, 1919, and is recorded in the Probate Office of Shelty County, Alabama, in Deed Book 66 at page 591.

Further deposing affiants say that said J. H. Compton went into immediate possession of said land upon the execution of said deed of September 2m 1919, and remained in the actual, open, notorious, continuous, exclusive, adverse possession of the same until he deeded it to J.T.Barnett on December 27, 1920, which last mentioned deed is recorded in the Probate Office of Shelby County, A-abama. in deed book 75 at page 162.

Further deposing affiants say that said J.T. Barnett went immediately into possession of said land on the execution of said deed of December 27, 1920, and remained inthe actual, open, notorious, continuous, exclusive, adverse possession thereof until he sold a portion of said land to Brown Brothers Manufacturing Company, a partnership by deed dated January 21, 1924, which said deed is recorded in the Probate Office of

Shelby County, Alabama, in deed book 73 at page 264, and immediately upon the execution of said last mentioned deed said Brown Brothers Manufacturing Company entered into possession of the following portion of said land, and remained in the actual, open, notorious, continuous, exclusive, adverse possession of the same until January 1st, 1927, viz:

A portion of that certain lot or parcel of land lying and being in the town of Columbiana, Aquama, conveyed by J. H. Compton and wife to J.T.Barnett by deed dated December 27, 1920, and recorded in the Probate Office of County, Alabama, in deed book 75 at page 162, and more particularly described as follows:

Beginning at the point of intersection of the north line of side of what is known as "epot Street in the town of Columbiana, Alabama, with the south boundary line of the right of way off the L&N Railroad track, running thence along the north line or side of Depot Street in a westerly direction 204 feet to an iron stob, thence north 38 degrees east 112 feet more or less to the south boundary line of the right of way of the L&N ailroad track, to an iron stob, thence in an easterly direction along the south boundary line of said right of way of the L&N Railroad track 224 feet more or less to the point of beginning, situated in Shelty County. Alabama

of the property, as described in the deed of Barnett to Brown Brothers Manufacturing Company, but the land that was intended to be conveyed, and of which said Brown Brothers Manufacturing Company went into possession was as last above described and that a quit claim deed has this day been executed by J. T. Barnett to correct said erroneous description.

Further deposing affiants that on said January 1, 1927 the partners composing Brown Brothers Manufacturing C_{0} mpany executed deed to Brown Oil Company conveying the aforementioned land to said Brown Oil Company, which deed is recorded in the Probate Office of helky County, Alabama, in deed book 81 at page 238, and since the execution of said deed said Brown Oil Company have been in the actual, open, notorious, continuous, exclusive, adverse possession of said land down to the present time, and in said last mentioned deed the same error of description was made as in the deed of July 21, 1924, and which description is being corrected by a deed of correction of this date.

"urther deposing afriants say that during the time said columbiana Ice, Light & Power Company was in possession of said property, it operated a commissary in the house located on said land for a portion of the time and the balance of the time had the property rented out to tenants; that during the time J. H. Compton was in possession of said property he had tenants on said land in a house thereon continuously until he traded it to the $\mathbb N$ athans above referred to and said $\mathbb N$ athans were in possession of it, living on the land in a house thereon during the time intervening from the time they procured possession from said Compton until they deeded it back to him on the 2nd day of September, 1919, and from said last mentioned date until the time said ompton deeded the same to J. T. Barnett, as aforesaid, said Compton had tenants on said land continuously until he sold it to said Barnett, and that said Barnett has resided on said property continuously from Becember 27, 1920, and he still lives upon a portion of it that he did not deed to said Brown Brothers Manufacturing Company, and continuously from July 21, 1924 to the present time Brown Brothers Manufacturing Company up to January 1, 1/27, and Brown Oil Company, continuously since that date have had located on that portion of said lot procured from said Barnett an oil plant, for J. L. Iskell the wholesale distribution of oil.

L. H. Ellis

Sworn and subscribed to before me this the 11th day of March, 1929.

age Head--Judge of Probate

THE STATE OF ALABAMA
SHELBY COUNTY

I, age Head, Judge of Probate hereby certify that the within affidavit was filed in this office for 4ecord March 12th 1929 at 2 oclock P.M. and recorded in red record 88 age 71 and examined.

Cage Head--Judge of Probate