AFFIDAVIT

STATE OF ALABAMA
JEFFERSON COUNTY.

Before me the undersigned authority in and for said County and State, this day personally appeared J. M. C. Johnson, who being by me first duly sworn deposes and says; Affiant is the owner of the following described property in Shelby County, Alabama; All of the $NE^{\frac{1}{4}}$ of the $NE^{\frac{1}{4}}$ lying south and East of Denson (or Bishop) creek, and 8 acres in the $SE_4^{\frac{1}{4}}$ of the $NE_4^{\frac{1}{4}}$ described as follows; Beginning where the North boundary line of said $SE_4^{\frac{1}{4}}$ of the NE $\frac{1}{4}$ crosses said creek, thence down and along said creek to a spring a distance of 4-80/100 chains, thence in an easterly direction 18.50 chains to Elm tree at graveyard, thence Morth 4-50/100 chains to the north boundarylline of said SE of NE thence West to starting point, all in section 14, Township 20, South Range 3 West; also one half acre in the SW of NW of section 13, Tp. 20 S. Range 3 West, lying West of Montevallo-Ashville road and five acres in the NW $\frac{1}{4}$ pf the NW $\frac{1}{4}$ of said section 13, beginning at the SW corner of the thence easterly 70/100 chains $NW_4^{\frac{1}{4}}$ of NW $\frac{1}{4}$ of section 13, N and to said road, thence north-asterly along public road 12-50/100 chains, thense West 7-40/100 chains to section line, thence south along said line to starting point; containing in all not less than forty (40) acres. Affiant purchased said property in September, 1914 from I. C. Ellison and immediately went into possession thereof, and has been in the open, notorious, peacable, continuous and adverse possession of all of said property ever since said date, viz; September 1914. At the time affiant bought said property there was a dwelling house thereon and the property was under fence and part of said property in cultivation. Affiant has continuously maintained the fences on the property ever since, said fences are now in good condition . Affiant has never lived on said property himself, but has lived within a distance offive miles from the property ever since 1914, and passes said property every week and sometimes every day on trips to Pelham, Alabama, or on trips to said property in looking after same. Affiant hass had his owntenants is said house each year since the year 1914 and has collected the rents from such tenants each year. Affiant now has a tenant in said house who is cultivating the property for affiant this year. The property has never lain idle since the year 1914, but has been in cultivation each year during affiant's ownership thereof. About thirty acres of said property have been either in cultivation or in pastorage during the time affiant had owned it. No onehas ever questioned affiant's ownership and no one has ever disturbed affiant's pessession at any time since he purchased said property in 1914. During the year 1929 affiant leased said property to R. C. Murrayaand the latter paid affiant the first six month's rent of \$190.00 but thereafter defaulted and left the place and said lease was cancelled accordingly. Affiant has nemer heard of Murray's whereabouts since and said Murray has never paid affiant anything further on said lease or laid any claim to the possession of the property. Affiant has no written lease or agreement with the present tenant and the present tenant's time expires at affiant's option, and affiant can have him moved at any time upon request. The present tenant in said house is affiant's son-in-law and no one else is entitbed to possession by reason of any lease or other agreement. Affiant has said assessed property for taxation each year since the year 1914 and has for each of such years paid the taxes thereon. Affiant owns the fee simple title and during affiant's ownership no one has laid claim to the mineral rights and no one has removed or attempted to remove any of the minerals or laid any claim thereto so far as affiant knows. Affiant has on occasion cut some of the timber off the property and has sold and moved the same, but the timber now standing belongs to affiant and affiant has no contract for the sale or removal of any

timber now standing.

J. M. C. Johnson

Subscribed and sworn to before me on this the 9th day of October 1931

Elizebeth Feinstone

Notary Public.

STATE OF ALABAMA

SHELBY COUNTY. I cage HEad, Judge of Probate hereby certify that the within affidavit was filed in this office on the 4th day of November 1931 for record and was recorded in Deed book 93 page 52 and examined, the 4th day of November 1931.

Cage Head

Judge of Probate.