THE STATE OF ALABAMA,
JEFFERSON COUNTY)

Before me, the undersigned authority, personally appeared W.C.Brasher, who, being by me first duly sworn, deposes and says that he was the grantee in that certain quit claim deed from James Cost and wife, S.E.Cost, and Ollie Cost to W.C.Brasher, dated Movember 3, 1885, filed for record in the office of the Judge of robate of Shelby County, Ala., on June 29,1933, and recorded in vol. 95 of deeds, page 366, and conveying the following described real estate situated in Shelby County, Ala., viz: SE4 of NE4 and NEW of SEW of Section 27, and SWW of NW of section 26, all in township 19, range 2 west; that, upon the delivery of said quit claim deed to affiant on Nov. 3, 1885, affiant went into the immediate actual possession of all of the property hereinabove described and described in said deed, claiming the same as his own property; that, from Nov. 3, 1885, to Oct. 2, 1928, affiant was in the actual, open, continuous, and notorious possession of said real estate, paying the taxes on same each year; that affiant's said possession consisted of cultivating said land, fencing the same and cutting and selling timber off of the same; that affiant is advised, and upon such advice, deposes and says that said quit claim deed of Nov. 3, 1885, was color of title, and his possession of said real estate under said color of title for said period of 43 years has long ago ripened into a good title to said property; that Ollie Cost, one of the grantors in said deed of November 3, 1885, was at said time unmarried; that, on Dec 17, 1885, affiant and wife executed a mortgage on said property to J. Cost and Son, to secure payment of an indebtedness of \$145.80 evidenced by note payable on Oct. 1, 1886, which said mortgage is recorded in said Probate Office in Vol. 14 of mortgages, page 293; that affiant paid said mortgage indebtedness at the time when it became due, as aforesaid: that affiant is advised, and upon such advise, deposes and says that said mortgage and mortgage indebtedness is conclusively presumed to have been paid atter the lapse of 20 years from Oct. 1,1886; and that, from Nov, 3, 1885, to Oct. 2, 1928, affiant's ownership and title to said real estate has never been disputed or claimed by any one whomsoever, Affiant is one and the same person as the W.C.Brasher who was one of the grantors in deed from W.C. Brasher and wife, to Andrew Jackson Brasher, dated Oct. 2, 1925, recorded in said Probate Office in Vol 87 of deeds, page 82, and conveying the SWA of NWA of section 26, township ly, range 2 west, in Shelby County, Ala; that, from and after the delivery by affiant of said last described deed to said Andrew Jackson Brasher on Oct., 2,1928, affiant has never heard of the ownership and possession by said Andrew Jackson Brasher ever being questioned or disputed by anyone whomsoever; that, from said last mentiloned date to June 5,1933, said Andrew Jackson Brasher has had the same character of possession of

said last described forty as affiant had for the 43 year period immediately preceding

and wife conveyed said last described forty to Herman K. Elliott by warranty deed filed

the date of said conveyance; and that, on June 5, 1933, said Andrew Jackson Brasher

for record in said Probate Office on Aug, 1st 1933, Further affiant deposeth not.

SUBSCRIBED AND SWORN TO BEFORE ME. This the 3rd day of Aug., 1933.

Mae Daughdrill,

Notary Public, Jefferson County, Ala.,

Filed for record in this office August 8th 1933 at 9 o'clock AM and recorded in deed record 95, page 419 & examined. Cage Head, Judge of Probate.