STATE OF ALABAMA, SHELBY COUNTY...)

Before me, Cage Head, Judge of Probate in and for said State and county, personally appeared Susan K. Busby, who is known to me to be the wife of M.T.Busby, deceased, who on oath says as follows:

That she is 74 years of age and that she is the widow of M.T.Busby, deceased, who died intestate on April 29, 1929, in Shelby County, Alabama; that there has not been any letters administration granted upon said estate; that said estate does not owe any debts; that she is familiar with the ownership and possession of the hereafter described real estate which her husband owned during his life time, to-wit:

That part of the SWA of SEA of Section 11, Township
24, Range 13 Fast, that lies Fast of the eastern side of Jefferson Avenue as shown on the record
of said map of the property of South Calera Land and Improvement Company, and Fast of the Fastern
side of Jefferson Avenue when extended northerly in a straight line beyond the north side of
7th street until it intersects the quarter section line, Except a strip across the Fast side of
70 yards heretofore sold, situated in Shelby County, Alabama.

That she was the wiffof said M.T.Busby at the time the above described lands were conveyed to him by the South Calera Land & Improvement Company, on November 10, 1900, as shown in Deed Book 42, page 491, in the office of the Judge of Probate of Shelby County, Alabama; that at the time of said sale the said M.T.Busby paid to the said South Calera Land & Improvement Commpany the sum of two hundred dollars and exexuted his notes, two, one for \$100.00, and the other for \$80.00, which deal and transaction was handled and the notes made payable to Jas. A. McKnight, who was the agent of said land Company and also for Mr. W. F. Aldrich, who was President and principal owner of said company; that soon after the date of said deed to her husband, as afore said, he and affiant went into possession of the same and made a crop the next year and built a house on this tract; that the house was completed and our oldest son moved thereons and lived upon said tract until the Fall of 1903, at which time M.T.Busby and affiant and their children moved on said lands and continued to reside thereon up, until the date of the death of said M.T.Busby, as aforesaid; that the said M.T. Busby paid both notes which he gave for the balance due on purchase price, said payments were made to W.F.Aldrich who was President and principal owner of the above named land company; that the last note was paid in full on January 3, 1903, which is evidenced by the original note which is now in the possession of affiant; that the other note was paid and so marked by W.F.Aldrich, and delivered to M.T.Busby, during his life time, but affiant has not been abde to find the same. Affiant deposes and says further that M. A. Busby, W.H. Busby, Ada E. Martin,

That P. W. Yates now owns and is in the open, peaceable undisturbed adverse possession of the said land, holding the same against the world; that he and those through whom he holds said land, have exercised and openly asserted ownership over and have been in the continuous possession of same for more than thirty years and to affiants knowledge that are no outstanding claims against said property adverse or inconsistent with the ownership of said property as now claimed and asserted by the said-P. W. Yates.

Susan K. Busby

and next df kin

Bworn to and subscribed before me this the 16th day of March, 1934.

200

Dora P. Martin, S.L. Busby, O.M. Busby, and C.A. Busby, are all the heirs/at law

of the said M.T.Busby, deceased, and each are over the age of 21 years.

Cage Head, Judge of Probate of Shelby County, Ala.,

Filed for record in this office March 16th/1934 at 12 o'clock Noon and duly recorded in deed record 97, page 234 and examined.

Cage Headm Judge of Probate.

South Calera, Ala.

Dec. 5th 1900.

One year after date I promise to pay to Jas. A. McKnight or his order Fighty Dollars, being part of balance due by me on purchase of a tract of land near this place embracing about 40 acres, on which this land-purchase note shall be a lien until gully paid with 8% interest per annum from date hereof.

WITNESS: J W Busby

M. T. Busby

(Endorsements)

Pay to W.F. Aldrich

Jas. A. McKnight.

Paid.

80 Nov 1st 1902 paid on note \$37.80 Thirty seven 80/100----

42.20

Jan 3 1903 Pajd \$42.20

in full

W. F. Aldrich