STATEOF ALABAMA,

SHELBY COUNTY) Before me, the undersigned authority, personally appeared T.B. Holcombe, who being by me first duly sworn, deposes and says that he is now 80 years of age and lives near the town of Chelsea in said county and has lived there practically all his life. That affiant is a grand-son of T. p. Holcombe, who about the year 1858 purchased six acres of land which is described as follows: Beginning at the S F corner of the  $SW_{4}$  of  $SE_{4}$  of Section 27 Township 19 Range I West, in Shelby County Alabama and run north 44 rods, thence south west to a stake on the east and west line being the south line of said forty acres, thence east along said south line 44 rods to the point of beginning, containing 6 acres more or less. Affiant knows the boundaries of said six acres of land, that the S F corner of said six acres is on or near the bank of Yelow Leaf Creek which is also the S E corner of said forty acres of land. That affiant was appointed administrator of the estate of said T. P. Holcombe, after the death of his grand-father, the said T. P. Holcombe, and was acting or serving as such administrator during the year 1890 when he sold the lands of said T. P. Holcombe at an administrator's sale to W. H. Blackerby in Sections 27 and 34 in said Township 19 R 1 West, and that in making said sale he included the above described six acres, and that the said W.H.Blackerby and wife sold the same to W A J Blackerby and said/A.J.Blackerby and wife sold said land to Jesse Niven and that said Jesse Niven sold the same to C.W. Chesser. That C W Chesser in his deed from Jesse B. Niven bought about 100 acres in Section 34 and the said six acres above described. That C.W.Chesser, after his purchase, mortgaged said land to Tyler Grovery Company and that the Tyler Grocery Company foreclosed said mortgage said bought in the land and afterwards conveyed the same to F.P.Chesser, who now owns the same. That all of the  $\mathbb{F}_2^{\frac{1}{2}}$  of  $\mathbb{S}\mathbb{W}_2^{\frac{1}{2}}$  and  $\mathbb{W}_2^{\frac{1}{2}}$  of Section 27 except 6 acres in the S  $\mathbb{F}$ 

corner, which said six acres was intended to be the six acres particularly described above, was known as the Crane place, and all of said 160 acres last above described is now the property of said F P Chesser, he having bought the same from the Tyler Grocery Company, together with all that part of the  $NW_{4}^{\frac{1}{2}}$  of  $NE_{4}^{\frac{1}{2}}$  of Section lying north of the AB&CRR right of way and a part of the NE of NW of said section 34 lying north of said mailroad right of way. That in all the purchase by the parties above mentioned the said six acres above described was intended to be included and were included, and if the deeds to the purchasers of the same did not include or describe the said six acres, the said six acres were actually sold and intended to be conveyed in and by the deeds to said purchasers, and each purchaser, upon his purchase took possession of the whole tract of land described in their deeds, including the said six acres, and held the actual, undisputed, open, and adverse possession of said land and held the actual open, notorious, peaceable possession mof said lands, including said six acres, until he sold the same to his successor who took possession and continued in possession in like manner on down to the present owner and that the said F F Chesser is now in the actual, peaceable, open, undisputed and uninterrupted possession of the same, cultivating some of the land and pasturing the balance and all of said land is under fence. That the said six acres above described in the SF corner of the SWa of SE a of Section 27 is now partly in pasture and partly under cultivation, and a 11 under fence, and all of same has been used for pasture and cultivation continuously for the past years and all of the land now owned by said F P Chesser lying north of the A B & C R R right of way is now in his possession, and he has had, and his predecessors in title, one continuous possession

for the past thrity years or more, and that his possession has been uninterupted, undisputed, peaceable, open and no one, outside of the parties above mentioned, have claimed any interest to any part of said lands, or the right to the possession of the same, to the knowledge of affiant or that he has heard of.

Sworn to and subscribed before me on this the 8 day of July 1933. JI Crane, Notary Public.

Filed for record in this office May 8th 1934 at 4 o'clock PM and duly recorded in deed record 97, page 344 and examined.

T. B. Holcombe