STATE OF ALABAMA )
SHELBY COUNTY )

Before me, the undersigned authority, personally appeared James H. Jones and Sam Jones, who being duly sworm deposes and say that they reside at Harpersville, in Shelby County, Alabama; that for a period of more than 50 years, last past, they have been acquainted with the ownership, possession, use and boundaries of the following described lands situated in Shelby County, Alabama, to-wit:

The Southwest Quarter of the Southwest Quarter except 5 acres in the Southeast corner; also the North 24 acres of the Southeast Quarter of the Southwest Quarter; and also 3 acres off of the West end of the South Half of the Northeast Quarter of the Southwest Quarter, said 3 acres being that part of said 40 acres lying West of Vincent road, all in Section 20, Township 19, Range 2 East, and containing 62 acres, more or less, situated in Shelby County, Alabama.

Affiants further say that they are the grand son's of Isaac Jones, the party who formerly owned the above described lands; that they are sons of Alonzo M. Jones, sometimes known as A. M. Jones, and his wife, Delilah Jones; that W. N. Jones and James S. Jones were sons of Isaac  $J_{o}$ nes and also brothers of affiants father, Alonzo M. Jones. Affiants further say that the said A. M. Jones and his wife, Delilah Jones, sometimes known as and called Lila Jones, are both deceased; that their father died some time during the year 1901; that the parties named in that certain deed dated March 4th, 1930, and signed by Lula M. Powell et al, conveyed the above described property to J. H. Jones, which said deed is recorded in Deed Book 92, on page 56, in the Office of Judge of Probate of Shelby County, Alabama, and the complainants and the respondents named in that certain Chancery suit, being case No. 1357, in the Circuit Court of Shelby County, Alabama, were all the next of kin and heirs-at-law of the said Alonzo M. Jones and his wife, Delilah Jones. Affiants further say that there was never an administration on the estate of their father, but that his estate owed no debts at the time of his death. Affiants further say that their father A. M. Jones, sometimes known as Alonzo M. Jones, purchased that part of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of Southwest Quarter of Section 20, Township 19, Range 2 East, that lies North of line running from a well on the East side in the Southeast Quarter of the Southwest Quarter run due West 660 yards to a line dividing the Southwest Quarter of the Southwest Quarter, North and South; also the Southeast Quarter of the Southwest Quarter and the South Half of the Northeast Quarter of the Southwest Quarter all in Section 20, Town ship 19, Range 2 East, except a strip commencing at the Southwest corner and run Worth 5 degrees East; which transfer of title from the said J. S. Jones to affiants' father, A. M. Jones, is shown by endorsements on that certain deed dated April 14th, 1880, from Isaac Jones to James Jones, and that certain deed from W. N. Jones to James S. Jones, deted January 6th, 1882; that James Jones and James S. Jones and J. S. Jones were one and the same party and was a brother of affiants' father; said purchases were made on November 27th, \$886, by the said A. M. Jones and the purchase price therefor was paid to the several grantors and affiants' father went into possession of said lands under said purchase and continued in possession and made the same his homestead, regularly assessed said lands for taxes, and paid the taxes thereon continuously up until the time of his death during the year 1901.

Affiants further say that the affiant James H. Jones has been in the possession, either in person or by tenant, continuously, of the above described lands since the date of their father's death to the present time; that the said James H. Jones, for himself and the other heirs-at-law of the said Alonzo M. Jones, has regularly assessed and paid the taxes on said property during said time, has had the same cultivated and occupied, either by himself or tenants all of these years.

Affiants further say that since the conveyance to Walter Hoffman by the said J. H. Jones, as shown in Deed Book 84, on page 557, in the Probate Office of Shelby County, Alabama, the said J. H. Jones has been continuously in possession of the lands therein described.

Affiants further say that they are familiar with the lands formerly belonging to W. B. Lawley, and which was later sold to W. C. Gewin, and by said W. C. Gewin conveyed to the Birmingham Acreage Company, a corporation, and in which several conveyances the Southwest Quarter of the Southwest Quarter of Section 20, Township 19, Range 2 East, is described, and know of their own knowledge that the lands owned by the several parties located near the Town of Sterrett, Alabama, and that said property is situated in Section 20, Township 18, Range 2, East, instead of Township 19, Range 2 East, as shown in the several conveyances named herein. Affiants further say of their own personal knowledge that W. C. Gewin and W. B. Lawley and Birmingham Acreage Company, or any of their agents, have ever been in possession or exercised acts of ownership over said lands.

Affiants further say that they are familiar with the lands formerly belonging to Z. Balentine and which was later conveyed to T. G. Melson and which was described in affidavit of adverse possession made by C. H. Florey and R. B. Posey, dated February 8th, 1922, and recorded in Deed Book 7l, on pages 327-330, and that the lands owned by the several parties was the South 16 acres of the Southeast Quarter of the Southwest Quarter of Section 20, Township 19, Range 2 East, instead of the entire 40 as recited in said affidavit; the said affidavit being in error as to the Morth 24 acres; affiants further way that the said Balentine, nor the said T. G. Melson, or any of their heirs or assigns have ever been in possession of the North 24 acres of said Southeast Quarter of said Southwest Quarter of said Section 20.

Affiants further say that they know of their own personal knowledge that the mortgage executed by A. M. Jones to C. C. Plliott dated January 20th, 1896, securing \$65.70, which is recorded in mortgage book 40, on page 148, has been paid in full; affiants further say that the indebtedness secured by a mortgage of A. M. Jones and wife, Delilah Jones, to C. C. Elliott, dated January 23rd, 1897, securing \$56.11, and which is recorded in mortgage book 43, on page 409, has been paid in full; affiants further say that the mortgage indebtedness secured by that certain mortgage from A. M. Jones to E. E. Florey, dated November 14th, 1898, securing \$67.13, and recorded in Mortgage Book 48, on page 215, has been paid in full.

The affiant James H. Jones, further says that at the date of his conveyance to the Alabama Grocery Company, which deed is dated March 24th, 1914, that he only owned that part of the South Half of the Northeast Quarter of the Southwest Quarter of Section 20, Township 19, Range 2 East, lying East of a lane running North from the Isaac Jones old place, and which is some times described as that part East of the Vincent road; that he did not own any part, on said last named date, lying West of this lane, or road.

Affiants say of their own personal knowledge that they know for the past 50 years that their father, Alonzo M. Jones, and after his death, the said James H. Jones, have been respectively in the open, notorious, continuous, peaceful, and adverse possession of said lands; that each year since the year 1886, as aforesaid, that they have regularly assessed and paid taxed on said lands, and each year resided upon, cultivated and used said lands as a homestead, and claiming the said lands as their own, respectively, against all calimants and exercising said acts of ownership over said lands, as aforesaid.

Affiants further say that they have never heard the title of the said James H. Jones, or those through whom he holds title to said lands to be questioned in any way; affiants further say that their grandfather, Isaac Jones, and Uncles named above, together with their father and his heirs, have been the owners, and the parties in possession of said lands continuously for more than 75 years, and their right of ownership and possession has never been

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questioned by anyone.

The affiant, John Gill, being first duly sworn deposes and says that he resides near Harpersville, Alabama, and that he has known the above described property for approximately 50 years, and knows the facts set forth in reference to the title and possession of said property for the past 50 years, or since it has been in the possession of Alonzo M. Jones and his heirs is true and correct.

James H. Jones.

Sam Jones

John Ğill.

Sworn to and subscribed before me this the 30 day of March, 1936.

E. E. Wallis

Justice of the Peace, Shelby County, Alabama.

Filed in this office for record the 2nd day of June, 1936 at 5:45 PM and recorded in Deed Record #101, on page 4, and examined.

L. C. Walker, Judge of Probate, Shelby County, Ala.