AFFIDAVIT

#3646

STATE OF ALABAMA

SEFFERSON COUNTY

Personally appeared before me the undersigned, a Notary Public in and for said County in said State, O.C. Messer and W.C. Messer, who are each personally known to me and who, upon being by me first duly sworn depose and say:

We are borth familiar with a tract of land, consisting of about 58 or 60 acres, which shall be referred to herein as the Remeau lands, which were formally owned by J.B. Reneau, who was a brother-in-law of affiants.

Affiants moved to a farm which adjoins said tract in November, 1906. At that time said J.B. Reneau was living upon and cultivating said tr ct of land before it was conveyed to him by T.A. Blackerby and wife about a month or two before we moved to that locality. We have lived adjoining this property continuously from 1906 to the present time.

This land consists of about 7 or $7\frac{1}{2}$ acres lying in the NE of the NE¹₄ of Section 8, Township 20, Range 1 East and about $47\frac{1}{2}$ or 48 acres lying in the NW¹₄ of the NW¹₄ of Section 9, township 20, range 1 East and a few acres lying in the NE¹₄ of the NW¹₄ of Section 9 township 20 range 1 East. In other words, it consists of all of that portion of a ten acre strip lying on the East side of the NE¹₄ of the NE¹₄ of said section 8 and South of Weldon Road and the entire NW¹₄ of the NW¹₄ of said Section 9 except approximately 2 or $2\frac{1}{2}$ acres which lies in the NW corner thereof. And all that part of the NE¹₄ of the NW¹₄ lying North and West of Yellow Leaf Creek. The part of the NW¹₄ of the NW¹₄ of section 9 which is excepted and the portion of the ten acre strip lying on the East side of the NE¹₄ of said section 8 and lying North of Weldon Road which is excepted together form a parcel of land consisting of approximately five acres which lies in the form of a rectangle in the NE corner of said section 8 and in the NW corner of said section 9 and said five acre parcel of land is known as the B urson property, and was occupied by

the Dursons as their homestead. It has since been sold and is now owned by Harry J. Goode.

The Reneau lands have been almost entirely under fence and have been continuously used, some of it as a pasture and some of it for cultivation and some of it for the house and barns but all of it has been occupied and used by the several owners thereof for one or the other of said purposes from November 1996 to the present time. Our brother-in-law J.B. Reneau and wife sold and conveyed the Reneau land to A.B. Rasco, who immediately went into possession thereof and occupied the same until he and his wife sold it to Charlie L. Hamilton in 1934. The said Charlie L. Hamilton immediately took possession and has remained continuously in possession until the present time.

That is to say, Charlie L. Hamilton and his predecessors in title have been in actual, continuous, open, visible, notorious, hostile, adverse, exclusive and peaceable possession of the said 58 or 60 acre tract of land above described, claiming to own the same under the respective deeds of conveyence to them to our knowledge since November, 1906, or a total period of almost forty years. During said period of time for almost forty years continuously next preceding this date the said Charlie L. Hamilton and his waid predecessors in title have been in such possession of said Reneau lands and have continuously assessed for taxation and paid the taxes upon said real estate and during said period of almost forty years affiants have never heard of anyone else having assessed said lands or any part thereof and have never heard during said period of time of anyone else making any claim of any kind to any of said real estate.

Our attention is called to the fact that the deed dated January 25th, 1934, from A.B. Rasco, and wife Dollie Rasco to Charlie L. Hamilton described this land as being in township 2, This deed also refers to a mortgage executed by J.B. Reneau and wife to Samaritan Association of the Methodist Protestant Church recorded in mortgage book 132 page 209 in the office of the Judge of Probate of Shelby County, Alabama. We know positively that the mortgage referred to was at the time of said deed an encumbrance against the land that was then being conveyed to Charlie L. Hamilton. Our attention has been called to the fact that the said mortgage properly described said land as being in section 20. We also know of our own knowledge that the land which was owned sold and delivered by A.B. Rasco to Charlie L. Hamilton and conveyed to the latter in said deed was actually the Reneau lands which lies in section 20. We also know of our own personal knowledge that A.B. Rasco did not then own any lands in section 2 but the only real estate which he owned was the Reneau lands in section 20, above described.

W.C. Messer his O.C. x Messer mark

Witness: Earl McBee Ellene Harper

Sworn to and subscribed before me this the 16th day of August, 1946.

Ellene Harper

Notary Public

Filed in the office of the Probate Judge the 24th day of August, 1946 at 10 o'clock A.M. and recorded in the Deed Record 126 on page 249 on this the 27th day of August, 1946.

L.C. Walker,

Judge of Probate