

#2274

AFFIDAVIT

STATE OF ALABAMA

JEFFERSON COUNTY

Before me the undersigned authority, a Notary Public in and for said County, in said State, personally appeared L.E. Shaw, who is known to me and who, being duly sworn, deposes and says to-wit: That he is 52 years of age and has lived in the vicinity of Real Estate described and is familiar with the ownership of the following described real estate situated in Shelby County, Alabama:

That part of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 5, Township 20, Range 1 East, lying East of Calera Public Road, containing 30 acres more or less, The Calera Public Road Being the established line.

Affiant further states that he remembers when J.W. Shaw purchased the aforesaid described property on November 23, 1919 from Mrs. Annie McBride and J.C. Sullivan, and knows of his own knowledge that the property hereinabove described was included in the said deed and that immediately upon said purchase, the said J.W. Shaw went into possession of the property hereinabove described, lived in the residence thereon, cultivated all or a portion thereof, erected a fence thereon, paid the taxes thereon, and generally exercised all rights of absolute ownership thereof by holding open notorious, continuous, hostile, adverse possession of the same until he sold the said property to Lane Shaw and wife, Fay Shaw by warranty deed dated January 4, 1944, and recorded in the office of the Judge of Probate of Shelby County, Alabama, in Deed Book 120, on page 330.

Affiant further states that the said Lane Shaw and wife, Fay Shaw immediately upon their purchase of the property as aforesaid, went into possession of the said property, lived in the residence thereon, paid the taxes thereon, cultivated all or a part of the said land, and generally exercised all rights of ownership thereon and held open, notorious, continuous, hostile, adverse possession thereof until June 2, 1947 when they sold the said property to Alex Murray by warranty deed recorded in Deed Book 128 on page 203 in the office of the Judge of Probate of Shelby County, Alabama.

Affiant further states that the said Alex Murray, since his acquisition of the said property as aforesaid, immediately went into possession thereof, and has ever since lived in the residence thereon, paid the taxes thereon, cultivated all or a part of the said property and from the date of his acquisition of the property as aforesaid has exercised all rights of absolute ownership therein, and has held open, notorious, continuous, hostile, adverse possession of the same ever since.

Affiant further states that he knows of his own knowledge that J.T. Wilder, the grantee in that certain warranty deed recorded in Deed Book 80, on Page 5, in the Probate office of Shelby County, Alabama, has never had any interest in the property to which this affidavit relates, and has never been in possession of the same, and Affiant further states that in his opinion the description contained in the said deed is erroneous because he knows of his own knowledge that W.L. Hughes and his wife, Edna Hughes sold to J.T. Wilder four (4) acres which were located in the SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 5, Township 20, South, Range 1 East, and not in the NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of said Section, Township and Range as specified in said deed in Deed Book 80, Page 5, in the Probate Office of Shelby County, Alabama.

L.E. Shaw

Sworn to and subscribed before me this

1 day of March 1948.

J.W. Moore  
Notary Public  
Justice of the Peace

Filed in the office of the Probate on the 15th day of March, 1948 at 8 o'clock A.M. and recorded in the Deed Record 133 on page 79 on this the 15th day of March, 1948.

L.C. Walker,

Judge of Probate

*No Tax Due*