Affidavit

STATE OF ALABAMA, ()
SHELBY COUNTY. ()

Before me, Karl C. Harrison, a Notary Public in and for said County, in said State, personally appeared, Charles Wesley Williams, who being by me first duly sworn, deposes on oath and says as follows:

Affiant and his wife, Juanita Thornton Williams, are the grantees in that certain Warranty Deed from John F. Hill and wife, M. E. Hill, dated December 2, 1919 and recorded in the Probate Office of Shelby County, Alabama, in Deed Book 66, Page 307, which said deed conveyed to affiant and his wife, Island "A", in Sections 8 and 17, Island "B", in Section 8, and all of the NE4 of Section 18 and fractional Section 17 lying west of the Coosa River, all in Township 21, Range 2 East in Shelby County, Alabama.

At the time when affiant and his wife purchased said lands, John F. Hill, was living on said lands and was farming and using the entire acreage, which consisted of about 404 acres. On the date of said purchase, affiant and his wife were placed in actual possession of said property and immediately rented the farm to Jess Nivens and Offie Hill as tenants and they lived on and farmed all of said lands jointly for about one year. For several years thereafter Offie Hill continued to live on and farm said lands.

Affiant and his wife were also the grantees in that certain Warranty Deed from George V. Hebb and others dated November 13, 1922 and recorded in the Office of Shelby County, in Deed Book 72 at Page 550, which conveyed to affiant and his wife, a three-quarters interest in the fractional SEA of said Section 18. Immediately upon the delivery of said deed from George V. Hebb and others, affiant and his wife took possession of the property therein described and rented it with the property that had been purchased from John F. Hill as above described. During the following year; affiant got a deed from the Register of the Circuit Court of Shelby County, In Equity, covering the remaining undivided one-quarter interest in said property. Thereafter, affiant and his wife rented all of said property to various tenants including a negro named Onnie Woods. The latter tenant rented said property from affiant and his wife and lived on same for about 10 or 11 years. Affiant and his wife continued to rent said farm to tenants until 1938 when affiant and his wife built a home on said farm and moved into it and began to live there and farm said lands. From 1919, as to the part that was bought in that year from John F. Hill and from 1922, as to that part that was bought in that year from the Hebbs until 1938, all of said lands were rented each and every year to some tenant or tenants who were in actual possession of said farm and who farmed it continuously. Through these tenants, affiant and his wife were in the open, visible, notorious, peaceaul, actual, adverse and continuous possession of said lands claiming to own the same against all the world. During said entire time from 1919 until 1938, affiant spent two to six weeks each year on the farm and inspected it periodically and affiant never heard of any person other than his tenants being in possession of said property or claiming any right of possession or ownership adverse to affiant and his wife. Upon the completion of the home which affiant and his wife built on said farm in 1938, they moved into said home and have lived there and farmed said lands through tenants and hired labor continuously and uninterruptedly until the present time. During all of said time from 1919 to the present date, affiant and his wife, through tenants as aforesaid and through affiant's occupation and operation of said farm, have asserted constant and continuous acts of dominion and ownership and affiant and his wife have assessed said property for taxes continuously since 1919. From 1938 until the present time, affiant and his wife have continued to hold open, notorious, actual, visible, peaceable possession, adverse to all the world and during said entire time, neither J. O. McGowan, J. L. Thomas, or J. M. Stratum, Jr., or anyone else has ever claimed any right of ownership or possession adverse to the title of affiant and his wife.

Affiant is now advised that the deed from John F. Hill and wife to affiant and his wife dated

December 2, 1919, as aforesaid describes all of Islands "A" and "B" but refers to them as being in Section 17,

whereas said Island "A" is located in Sections 8 and 17 and said Island "B" is located in Section 8, Township 21, Range 2 East. When affiant and his wife purchased these islands from John F. Hill, he contracted to sell affiant and his wife all of both islands and it was his intention to convey to affiant and his wife and the intention of affiant and his wife to have him convey all of said is ands by a correct description. If said deed refers to the islands as being located in Section 17, this was merely an error by the person drawing the deed. As stated above, affiant and his wife were placed in possession of all of said islands and have held possession of all of them. John F. Hill has been dead a number of year and neither he nor his heirs have ever claimed any part of said lands after he made the above mentioned deed to affiant and his wife. Affiant and his wife paid the purchase money mortgage which was given John F. Hill (recorded in Mortgage Book 119, Page 312 in the Probate Office of Shelby County, Alabama) in full and upon final payment of it, the cancelled note and mortgage was surrendered to affiant and his wife,

Charles Wesley Williams

Sworn to and subscribed before me, this the 14 day of April, 1949.

Karl C. Harrison

(NOTORIAL SEAL)

My Commission expires Dec., 1950.

NotaryPublic for sate of Ala. at Large.

Filed in the office of the Probate Judge on the 14th day of April, 1949 at 5 P. M. and recorded ABAMA in Deed Record 138 on page 241 & 242 on this the 20th day of April, 1949.

STATE OF ALABAMA STATE OF ALABAMA STATE OF ALABAMA COUNTY the SHELBY COUNTY TO THE OF ALABAMA STATE O

L. C. Walker

Judge of Probate.

Mi hereby certify that - instrument as required logy ban.