STATE OF ALABAMA
SHELBY COUNTY...

4293

Before me, the undersigne dauthority, in and for said County, in said State, persoanlly appeared A. W. Tucker, who, being duly sworn deposes and says that he resides at Vincent, Alab ama: that for a period of more than thirty-five years, last past, he has been acquainted with the location, Boundaries, owners, and parties in possession of the following described lands situated in the Town of Vincent, Alabama, to wit:

Commencing at the Northeast corner of Section 15, Township 19, Range 2 East, thence South along Section line 210 feet to the Southeast corner of the McGray lot, thence West 4 degrees South along the South boundary of the McGraw lot 420 feet to the Corley line, thence South along the Corley line 168 2/3 feet to the Northwest corner of the M. L. Kidd residence lot; thence East four (4) degrees North along the North boundary line of the M. E. Kiddresidence lot 420 feet to the Northeast corner of the M. L. Kidd lot1. thence North along the Section line 168 2/3 feet to the Southeast corner of the McGraw lot, and point of beginning, being in the Northeast Quarter of the Northeast Quarter of Section 15, Township 19, Range 2 East, and containing 1.65acres, and known as the Samuels lot in Vincent, Ala. Shelby County.

Affiant further says that he puchased, on June 3, 1918, the above described lot from Mrs. M. L. Kidd the owner and party in possession at that time, and that the said Mrs. M. L. Kidd, and husband, J. M. Kidd, signed and delivered to your affiant a warranty deed conveyaing said lands, and that on the 3rd. day of June, 1918, your affiant paid to the said Mrs. M. L. Kidd \$120.00 on the purchase price thereof, and that your affiant was put into the possession of the above described lands by the said Mrs. M. L. Kidd on the date of the thereof, and that your affiant executed to the said Mrs. M. L. Kidd a mortgage in the amount of \$680.00 securing part of the purchase price, payable \$20.00 per month for a period of thirty-four (34) months, and that on or about the 27th day of April, 1922, your affiant paid said mortgage indebtedness in full to the said Mrs. M. L. Kidd.

Affiant further says that the said Mrs. M. L. Kidd and husband, J. M. Kidd, executed a deed purporting to correct the defective acknowledgment from the said grantors to your affiant in the deed dated June 3rd., 1918, as aforesaid, and the original deed is recorded in Deed Book 71, page 135, but that said lands in said deed of correction, dated March 5, 1928, and recorded in Deed Book 90, page 571, were erroneously described, but the intention being to convey the same lot as described in the deed dated June 3rd., 1918, as aforesaid.

Affiant further says that he remained, and continued in the possession of the bove described lands from the date of purchase from said Mrs. M. L. Kidd, on June 3rd., 1918, up to, and until March 1st., 1949, at which time he sold a part of the lot, first above described, to the Coosa Valley Builders, Incorporated, a Corporation, as shown by deed recorded in deed Book 137, on page 193, in the office of the Judge of Probate of Shelby County, Alabama.

Affiant further says that the said MJ. M. Kidd, being the husband of Mrs. M. L. Kidd, departed this life more than ten years, last past, affiant further says that the lands he purchased from the said Mrs. M. L. Kidd, on June 3rd., 1918, as aforesaid, are the same lands as heretofore known as the 2 acres situated in the North east quarter of the Northeast Quarter of Section 15, Township 19, Range 2 East, and known as the homestead of B. H. Samuel, and being the same lands conveyed by J. H. Samuel, and others, being all of the heirs at law and next of kind of B. H. Samuel, deceased, to Mrs. M. L. Kidd, dated December 21, 1914, and recoreded in Deed book 57, page 231, in the office of the Judge of Probate of Shelby County, Alabama.

Affiant further says that of his own personal knowledge that he known that for more than 35 years, last past, that A. L. Conwill and wife, Louise Conwill, and those through whom they hold title, namely, The Coosa Valley Builders, Incorporated, a Corporation, S. E. McGraw, Sr., A. W. Tucker, Mrs. M. L. Kidd, respectively, to the above described lands, have been respectively, in the open, notorious, continuous, peaceable, and adverse possession of said lands, claiming them as their own, respectively, against all the world, and regularly and and continuously exercising acts of ownership over said lands, and regularly and continuously assessing and paying taxes thereon: and that the affint has never heard the title of the said A. L. Conwill and Louise Conwill, or those through whom they hold title to said lands to be questioned in any way.

Affiant further says that he sold to S. E. McGraw, Sr., on June 15, 1948, a lot immediately West and contiguous to that sold by affiant to Coosa Valley Builders, Incorporated, a Corporation, dated March 1, 1949, and recorded in Deed Book 137, on page 193, in the office of the Judge of Probate of Shelby County, Alabama, and which is a part of the tract of land described in the deed from M. L. Kidd to your affiant, as shown by deed recorded in Deed Book 71, page 135, in the office of the Judge of Probate of Shelby County, Alabama.

Affiant further says that for more than 35 years, last past, A. L. Conwill and wife, Louise Conwill, and those through whom they nold title to the lot conveyed by affiant to S. E. McGraw, Sr., as aforesaid, and those through whom they hold title, namely, S. E. McGraw, Sr., A.W. Tucker, and Mrs. M. L. Kidd, respectively, to the above described lot, have been, respectively, in the open, notorious, continuous, peaceable, and adverse possession of said lot claiming said lot as their own, respectively, against all the world, and regularly and continuously exercising acts of owner ship over said tract of land, and regularly and continuously assessing and paying taxes thereon; and that affiant has never heard the title of the said A. L. Conwill and his wife, Louise onwill, or those through whom they hold title to the said lands, as aforesaid, to be questioned in any way.

Sworn to and subscribed before, me on this the5th day of May, 1949.

Lurene H. Lawrence, Notary Public, Shelby County, Ala. Filed in the office of the Judge of Probate of the 16th day of May, 1949, at 2 P.M. and recorded in deed record 138, page 304, on this the 17th day of May, 1949.

L.C. Walker, Judge of Probate.

A.W. Tucker,

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SHELBY COUNTY
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