STATE OF ALABAMA (
SHELBY COUNTY...)

# 3034

Before me, the undersigned authority, in and for said County, in said State, personally appeared, Susie
Hardaman, who, being first duly sworn deposes and says that she resides at Route No. 2, Calera, in Shelby County
Alabama, and that for a period of more than fifty years, last paost, she has been acquainted with the location
boundaries, owners, and parties in possession of the following described lands situated in Shelby County, Alabama
to wit: Fractional "A", and 20 acres off of the North end of Fractional "H" being sometimes described as the
Northeast Quarter of the Northeast Quarter, and the North Half of the Southeast Quarter of the Northeast
Quarter, all in Section 19, Township 22, Range 1 West, and also, Fractinal "D", and 30 acres off of the North
end of the Southwest quarter of the Northwest Quarter, all in section 20, Township22, Range 1 West, in Shelby
County, Alabama.

Affiant further says that she remembers the occasion when William Ratchford conveyed in 1902 to H.L.D.

Phillips the Northwest Quarter of the Northwest Quarter and 30 acres off of the North end of the Southwest

Quarter and 30 acres off of the North end of the Southwest Quarter of the Northwest Quarter, but which last

named 30 acres was erroneously described being Fractional A, when as a matter of fact said Fractional Section is

Fractional B; okum all in Township 20, Range 1 West, and that the lands actually purchased and actually taken

possession of by the said H.L. D. Phillips were the Northwest Quarter of the Northwest Quarter and 30 acres off

of the North end of the Southwest Quarter of the Northwest Quarter of said Section 20.

Affiant further says that she remembers the occasion in March, 1906, when H.L.D. Phillips and wife, Granna Phillips, conveyed to M.L. Canady, who was the father of your affiant, the Northwest Quarter of the Northwest Quarter, and 30 acres off of the North end of the Southwest Quarter of the Northwest Quarter, but in said deed, said thirty (30) acres were erroneously described as bw ng off of the North end of Fractional "A", all in Section 20, Township 22, Range 1 West; that the lands actually bought and paid for by the said M. L. Cancdy, and the lands which M.L. Canady was out into possession by the said H.L.D. Phillips were the Northwest Quarter of the Northwest Quarter, and the 30 acres off the hhe North end of the Southwest Quarter of the Northwest Quarter of said section 20, and that the said M. L. Canady paid the purchase price thereof in full, and was put into possession of sid last described lands by the said H.L.D. Phillips; that the said M.L. Canady continued in the open, notorious, continuous, peaceable, and adverse possession of said lanst described 70 acres of land, and regularly cultivated part of said tract, and used other parts in pasture and the woodland thereof for timber until the date of his death in 1914; and that after the death of the said M. L. Canady, your affiant and her husband, J.W. Hardaman went into the possession of said lands and regularly and continuously used, cut, pasterud, and used the timber therefrom, until on, or about the 9th. day of March 1920, at which time J.W. Hardaman purchased the Northwest Quarter of the Northwest Quarter and 30 acres off of the Northend 6 the Southwest Quarter of the Northwest Quarter of said Section 20 at a mortgage foreclosure sale of that certain mortgage given by M.L. Canady to Milner & Christian and Company, dated January 29, 1910 and paid the purchase price therefor, and was placed in the possession of the lands last described by the Auctioneer and Agent of the said Milner & Christian & Company, as evidenced by the foreclosure deed executed to J.W. Hardaman, and dated March 9, 1920; that from the date of the purchase by the said J.W. Hardaman, he continuously was in the open, notorious, continuous, peaceable and adverse possession of sald lands, as kast described, and regularly assessed, and paid the taxes thereon, and claimed the same as his own, and regularly cultivated parts of sald lands, and used other parts for pasture purposes, and cut and hauled timber from other parts thereof, all until the death of the said J.W. Hardaman on, or about the 7th day of September, 1948 and that since the death of the said J.W. Hardaman, your affiant has continued in the open, notorious, continuous peaceanle, and adverse possession of said lands claiming the same, and that your affiant is now the owner of said lands as last described, and resides thereon and has continuously for more than 35 years.

Affiant further says that while the several deeds have erroneously described said lands as the Northwest Quarter of the Northwest Quarter and 30 acres off of the North end of Fractional "A" in Section 20, Township 22, Range 1 West, that the lands actually purchased, and the lands actually delivered to the several purchased and possession thereof taken by the several purchasers, has been the Northwest Quarter of the Northwest Quarter,

and 30 acres off of the North end of Fractional "E", also, described as the Southwest Quarter of the Northwest Quarter, all in Section 20, Township 22, Range 1 West, and that to affiant(s own personal knowledge she known that for more than 45 years, last past, that your affiant and those through whom your affiant holds title, namely, the heirs at law of J.W. Hardaman, M. L. Caady, and H.L.D. Phillips have been, respectively, in the open, notorious, continuous, peaceable, and adverse possession of said lands described as the Northwest Quarter of the Northwest Quarter and 30 acres off of the North end of the Southwest Quarter of the Northwest Quarter of said Section 20, Township 22, Range 1 West, claiming the said lands as their own, respectively, against all the world, and regularly and continuously exercising acts of ownership over s id lands by cultivating parts thereof from year to year, using other parts as pasture lands, from year to year, and other parts thereof for timber, and the affiant has bever heard the title of your affiant and those through whom she holds title to the lands last described to be questioned in any way, and that your affiant has resided on saidlands, and has so resided for a period of more than 35 years.

SHELBY COUNTY

her mark Susie X Hardaman

Sworn to and subscribed before moving this lax the 17th day of May, 1949

has been paid on the within instrument, as required by law.

Paul O. Luck, Notary Public, Shelby County, Alakama.

Filed in the office of the Judge of Probate on the 17th day of May, 1949, at 10 A.M. and recorded in deed record 138, page 340, on this the 20th day of May, 1949.

L.C. Walker, Judge of Probate.