

STATE OF ALABAMA,
SHELBY COUNTY.....

Before me, a Notary Public, in and for said County, in said State, personally appeared J.W.Moore, who, being first duly sworn deposes and says that he resides near Westover, in Shelby County, Alabama; that for a period of fifty years, last past, he has been acquainted with the location, boundaries, use, ownership, and parties in possession of the following described lands situated in Shelby County, Alabama, to wit: The Southwest Quarter of the Northwest Quarter of Section 28, Township 19, Range 1 East, and the Southeast Quarter of the Northeast Quarter of Section 29, Township 19, Range 1 East, except 2 1/2 acres in the Northwest corner, purchased by J.W.Moore, Jr., from Phoebe Day, and except 7 1/2 acres in the Southwest corner heretofore known as the A.M.C.Day tract.

Affiant further says that he is one and the same person as J.W.Moore,Jr., who purchased the above described lands at that certain tax sale held on July 12,1924, wherein the Tax Collector of Shelby County,Alabama, sold the above described lands to your affiant, but that said lands were erroneously described as the SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF Section 28, Township 19, Range 1 East, and a part of the Southwest Quarter of the Northwest Quarter of Section 29, except the 7 1/2 acres heretofore known as the A.M.C. Day 7 1/2 acres and the 2 1/2 acres theretofore purchased by your affiant, and that the error in the description was in exchanging SECTIONS in the description of said lands wherein the Southeast Quarter of the Northeast Quarter is situated in Section 29, Township 19, Range 1 East; and the Southwest Quarter of the Northwest Quarter is situated in Section 28, Township 19, Range 1 East.

Affiant further says that the lands actually owned by Mrs. Phoebe Day and the lands actually purchased at said Tax Sale, as shown of record in Tax Sale Record 8, on page 414, in the office of the Judge of Probate of Shelby County,Alabama , and the lands that your affiant actually paid the purchase money for and the lands that your affiant was put into the possession of under said sale are described as follows, to wit:

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The Southwest Quarter of the Northwest Quarter of Section 28, Township 19, Range 1 East, and the Southeast Quarter of the Northeast Quarter of Section 29, Township 19, Range 1 East, EXCEPT 2 1/2 acres in the Northwest corner, purchased by J.W. Moore, Jr., from Phoebe Day, and EXCEPT 7 1/2 acres in the Southwest corner heretofore known as the A.M.C. Day Tract.

Affiant further says that immediately upon the purchase of the lands correctly described herein that he was put into the possession, and went into the immediate possession of said lands as correctly described above, and your affiant repaired a fence then surrounding a part of said lands; and immediately built a fence around the remainder of the above described lands with the exception of, approximately, 4 acres which was in cultivation, and that from the date of the said purchase, as aforesaid, that your affiant used said lands, other than the 4 acres in cultivation, for a pasture, and has continued to use the same for such pasture for the past 25 years, and has, from time to time, gone over said lands in looking after the cattle pastured therein: and has, from time to time, repaired and reconstructed the fence around said lands: that he has, from time to time, cut and removed timber therefrom and has, from time to time, and from year to year, cultivated in crops the 4 acres of the above described lands under pasture fence.

Affiant further says that he has sold and conveyed several lots, or small tracts of said lands situated in said Southeast Quarter of the Northeast Quarter of said Section 29 since he purchased the above described lands, and that the several parties to whom he sold a part of said lands have gone into the possession of the same, and have regularly and continuously occupied said lots or tracts.

Affiant further says that he claims to own the above described lands, as accurately described, and that he is in the actual

peaceable possession of said lands, other than the several small lots heretofore sold, as aforesaid, and has paid taxes on said lands, as aforesaid, for the past 25 years, and no other person has been in the possession or has paid taxes thereon during any part or any year during the past 25 years, other than the several parties to whom your affiant has heretofore sold lots, or small tracts of land.

Affiant further says that the above described lands are contiguous to the other lands used and occupied by your affiant as a homestead.

Affiant further says that for the past 25 years, he has been in the open, notorious, peaceable, continuous, and adverse possession of the lands, as described and designated as follows:

The Southwest Quarter of the Northwest Quarter of Section 28, Township 19, Range 1 East, and the Southeast Quarter of the Northeast Quarter of Section 29, Township 19, Range 1 East, EXCEPT 2 1/2 acres in the Northwest corner, purchased by J.W. Moore, Jr., from Phoebe Day, and EXCEPT 7 1/2 acres in the Southwest corner, heretofore known as the A.M.C. Day tract,

and claiming said lands as his own against all the world, and has regularly and continuously exercised acts of ownership over said lands by continuously using the same for pasture and agricultural purposes, as aforesaid, and has regularly and continuously assessed and paid State and County taxes on said land each year for the past 25 years, and no other person, or persons, has/have claimed any part of said lands, except as herein named, during the whole of such period, and no person other than your affiant and the persons to whom he has heretofore conveyed lots have paid taxes thereon during any part of the past 25 years; that affiant has never heard his right or title to said lands to be questioned by any person.

J.W. Moore

Sworn to and subscribed before me on this the 7 day of August, 1951.

Paul O'Rourke

Notary Public.

Filed in the office of the Probate Judge on the 6 day of Aug 52 at 11 o'clock PM
and recorded in Book 154 Page 315 this 7 day of Aug 19.
Deed Tax 100 Mortgage Tax 100 has been paid.

L.C. Walker, Judge of Probate