

STATE OF ALABAMA)

COUNTY OF SHELBY)

BOOK 166 PAGE 549

Before me, the undersigned authority in and for said County in said State, personally appeared Berney D. Holcombe, who, being by me first duly sworn on oath, deposes and says:

That he is 64 years of age and is a resident of Shelby County, Alabama; that he now resides on the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, Township 22, Range 2 West; that he has resided in the same house, which is located on the aforementioned quarter section, for a period exceeding 25 years; that he is well acquainted with the possession and ownership of the following described property situated in Shelby County, Alabama, to-wit:

E $\frac{1}{2}$ of the NE $\frac{1}{4}$ and N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 8, Township 22, Range 2 West, and the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, Township 22, Range 2 West;

that the above described property is within sight of his home; that M. D. Payne is the first person whom he recalls as having owned the aforescribed property, and that M. D. Payne acquired the property (with the exception of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8, Township 22, Range 2 West) in 1931, and sold the said property to D.O.Vincent in 1936; that D.O.Vincent acquired the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8, Township 22, Range 2 West in 1943; that D.O. Vincent owned and possessed all of the aforesaid property from the time he acquired it until he sold the property to Lorene Reid Reeves in 1951;

That during the time M. D. Payne owned the property he was in the actual, open and adverse possession thereof, having farmed the tillable portion and exercised the acts of possession customary with the use of the remainder; that during the time D.O.Vincent owned the property he lived on it, farming a large portion, using part of it for pasture lands, and keeping

the balance in timber; that D.O.Vincent sold timber from the land from time to time, and exercised all acts of possession customarily performed with respect to the nature of the land involved; that D.O.Vincent fenced the property which he owned, with the exception of that portion which faced the L & N Railroad track which crosses the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 9, Township 22, Range 2 West, in a northerly and southerly direction; that he never heard of any dispute concerning the title or right to possession of the respective owners of the above described property; that he believes he would have heard of any dispute concerning the property since he lives within sight of it, and knew the owners well; that the land, since its acquisition by D.O.Vincent in 1936, has been generally known as "the Vincent property."

That he has never known anyone by the name of F. R. Kennedy, and knows that F. R. Kennedy claimed no title to the above described property since its acquisition by M. D. Payne in 1931.

That D.O.Vincent sold the property to Lorene Reid Reeves in 1951, and that she went into possession of the property and had the tillable portion farmed, pastured cattle on the available pasture land, and sold timber from that part which was not cleared; that he never heard anyone claim title or right to possession adverse to Lorene Reid Reeves.

That the above mentioned owners, to his knowledge, were in the actual, open, adverse, and continuous possession of the above described property during their respective periods of ownership, as herein set forth, and that to his knowledge no one has ever claimed adverse to these parties.

Subscribed and sworn to before me on this the 22 day of June, 1954.

Berney D. Holcombe
Berney D. Holcombe

[Signature]
Notary Public

Filed in the office of the Probate Judge on the 16 day of June 1954 at 8 o'clock A. M.
and recorded in Deed Book 166 Page 549 this 22 day of June 1954.
Deed Tax _____ Mortgage Tax _____ has been paid.

L.C. Walker, Judge of Probate