

STATE OF ALABAMA)  
COUNTY OF SHELBY)

BOOK 167 PAGE 1

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

That he is 69 years of age and is a resident of Shelby County, Alabama; that he presently resides on land which is part of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 9, Township 22, Range 2 West; that the quarter section on which his present residence is located adjoins the land hereinafter described, and that he has lived in the vicinity of said land for a period exceeding 17 years; that the property to which he refers is the following described property situated in Shelby County, Alabama, to-wit:

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

that he is very familiar with the above described property, and is well acquainted with the type of possession to which the property has been put for over 17 years; that he first came to know the land at the time it was owned by Mr. Oakley Vincent, with the exception of the quarter section bought by Mr. Vincent in 1943; that of the above described property all constituted one tract, with the exception of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 8, Township 22, Range 2 West, which was acquired by Mr. Vincent in 1943, at which time it was incorporated as a part of the original tract.

That during the time Mr. Vincent owned the property he kept it under fence, with the exception of that portion which fronts on the L & N Railroad track which runs in a northerly and

southerly direction across the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 9, Township 22, Range 2 West; that Mr. Vincent lived on the property and farmed a great part of it himself with the aid of hired help; that part of the property was used by Mr. Vincent for pasture land and part of it remained in timber; that Mr. Vincent sold timber from said land from time to time during his ownership; that the above described property was generally known as "the Vincent property," and that he never heard anyone question Mr. Vincent's title or right to possession of the said property with the exception of Mose Cook, who claimed three acres in the vicinity of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 9, Township 22, Range 2 West; that he believes he would have heard any controversy or dispute which might have involved the above described land, since he lived so near and worked on adjoining land.

That Mr. Vincent sold the land in 1951 to Lorene Reid Reeves, who had the property farmed and who kept it under the same fence which Oakley Vincent had placed around the property; that he has never heard anyone claim adverse to Lorene Reid Reeves with the exception of Mose Cook, who continues to claim the same three acres above mentioned that were in dispute with Mr. Vincent.

That during the time he has known the land he has never known it to be claimed by anyone by the name of Dimmick, Huggins, Trenholm, Collier, Juzan, Pitts, Hendrick, or Deramus; that he is informed that Oscar Deramus purported to mortgage four acres in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 9, Township 22, Range 2 West, in 1948, and that a mortgage affiant executed in favor of Central State Bank in 1950 purported to embrace property in the NW $\frac{1}{4}$  of Section 9, Township 22, Range 2 West; that the mortgage description must have been a typographical error, as his land is in the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 9, Township 22, Range 2 West; that the land of Oscar Deramus adjoins his land on the south and is also located in the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 9, Township

22, Range 2 West, and consequently that the description of the land in the mortgage executed by Oscar Deramus must have been a typographical error.

That during the entire time that he has known the above described property he has not heard of anyone in possession of said property who claimed adverse to the respective owners, M. D. Payne, D.O. Vincent, and Lorene Reid Reeves, nor has he heard anyone claim title adverse to these owners with the exception of the three acres hereinabove referred to claimed by Mose Cook; that the aforementioned owners, during their respective periods of ownership, were in the actual, open, peaceful, continuous, hostile and adverse possession of the property described.

WITNESSES

H. H. House

his (L) mark

Tom Reed

Subscribed and sworn to before me on this the 20th day of May, 1954.

W. F. D. [Signature]  
Notary Public



Filed in the office of the Probate Judge on the 16 day of June 1954 at 8 o'clock PM.  
and recorded in Book 168 Page 1 this day of June 1954.  
Deed Tax        Mortgage Tax        has been paid.  
L.C. Walker, Judge of Probate