

4083

BOOK 181 PAGE 421

STATE OF ALABAMA)

SHELBY COUNTY)

Before me, the undersigned authority, in and for said County, in said State, personally appeared C. H. Fulton, who, being known to me and being by me first duly sworn, deposes and says as follows:

That he was the affiant in that certain affidavit made on May 21, 1951 and recorded in the Probate Office of Shelby County, Alabama in Deed Book 145, page 442. That it has been called to his attention that said affidavit contains the following language:

"Several years ago affiant bought the N $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 7 and the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 6, Township 21, Range 2 West from Longview-Saginaw Lime Works, Inc., and has owned said three forties adjoining the company's lands.

About ten years ago the Company owning these lands sold affiant the timber thereon suitable for lumber. This was another of the favors extended to affiant for looking after the Company's lands. Affiant cut the timber off all of said lands under that timber conveyance. About 2 years ago, there having come on another timber growth, the Company again sold affiant the timber on said lands, and since then affiant has been engaged in cutting the timber off under this last mentioned timber conveyance. Affiant said timber conveyance has a little more than a year to run before it expires. Affiant states that no one has ever questioned affiant's right to cut the timber from said lands under these two timber deeds, but on the contrary, everyone who has dealt with affiant in any way has recognized his right to cut, remove and sell the timber from said lands under said timber conveyance from Longview Lime Corporation, or its predecessors in title."

Further deposing, affiant says that his statement regarding the sale of timber to him by the Longview-Saginaw Lime Works, Inc. about two years prior to the making of the affidavit referred to timber on other land owned by the Longview Saginaw Lime Works, Inc. and was not intended to infer that the Longview Saginaw Lime Works retained any interest in the N $\frac{1}{2}$ of NW $\frac{1}{4}$, Section 7 or the SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 6, Township 21, Range 2, West. Affiant further says that he is the owner of the N $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 7 and SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 6, Township 21, Range 2 West in fee simple and that there are no timber rights outstanding in any person, firm or corporation and affiant has never heard his title to the above described land or the timber thereon questioned in any way since he purchased the same.

Sworn to and subscribed
before me this 23rd day of July, 1956.

C. H. Fulton
Notary Public

STATE OF ALABAMA, SHELBY COUNTY

I, L. O. Walker, Judge of Probate, hereby certify that the within
was filed for record the day of August 1956 at 2 o'clock P. M.
and recorded in Book 181 Page 421 and the Mortgage Tax of
Deed Tax of has been paid.

L. O. Walker
Judge of Probate