

3295

AFFIDAVIT

STATE OF ALABAMA

SHELBY COUNTY

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Before me, Carl A. Harmon, the undersigned authority in and for said County in said State personally appeared A. B. Bristow, who, after being by me first duly sworn to speak the truth, deposes and says:

My name is A. B. Bristow. I am 77 years of age and have been employed by Shelby Iron Company since 1916 and since the year 1922, I have been in charge of all the lands owned by said Company.

I know where the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 9, Township 22, Range 1 West is located and I know where the lines are bordering said forty acres and know they are marked with paint and have been so marked for many years. I also know that Mildred O. Kelly formerly owned the NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 9, Township 22, Range 1 West. I know where the land she formerly owned is situated and I know she never owned or claimed any interest in the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 9, Township 22, Range 1 West. Affiant further says that the said Mildred O. Kelly purchased said land from Marion C. Elkins and wife and that Marion C. Elkins and wife, Billie G. Elkins, purchased said land from F. C. Sherrod in January 1938, as shown by deed recorded in Deed Book 104 Page 91 in the Probate Office of Shelby County, Alabama. Said deed into Marion C. Elkins and wife, Billie G. Elkins conveyed the NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of said Section 9 which is the land that Mildred O. Kelly actually owned and was in possession of. Affiant further says that said deed from F. C. Sherrod to the Elkins was partially in error in that it also conveyed to Marion C. Elkins and Billie G. Elkins the S $\frac{1}{2}$  of SE $\frac{1}{4}$  of said Section 9; whereas, it should have conveyed the S $\frac{1}{2}$  of SE $\frac{1}{4}$  of Section 4, as that is what the grantor and grantee were actually in possession of and the said Marion C. Elkins and Billie G. Elkins conveyed the S $\frac{1}{2}$  of SE $\frac{1}{4}$  of said Section 4 to Mildred O. Kelly and that is what she was in possession of until she sold it recently. Affiant further says that he knows that Shelby Iron Company has owned and been in possession of said S $\frac{1}{2}$  of SE $\frac{1}{4}$  of said Section 9 as far back as affiant can remember and that neither F. C. Sherrod, Marion C. Elkins, Billie G. Elkins nor Mildred O. Kelly have ever made claim to the same.

Affiant further says that Shelby Iron Company of Alabama purchased SE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 2, Township 21, Range 1 West from Jack Foster on December 23, 1937, as shown by deed recorded in Deed Book 100 Page 541 in said Probate Office.

Affiant further says that the said Jack Foster had purchased the same from H. R. Clements on August 28, 1937, as shown by deed recorded in Deed Book 100 Page 540 in said Probate Office and that said land was purchased by H. R. Clements from Hiram Moore, being one and the same person as H. Moore, on August 26, 1937, as shown by deed recorded in Deed Book 96 Page 263 in said Probate Office. Affiant further says that Hiram Moore purchased said land at a Tax Sale on July 7, 1930, and obtained a Tax deed to the same on July 9, 1932, as shown by deed recorded in Deed Book 105 Page 420 in said Probate Office. Said land was sold for non-payment of taxes by Harry Ellis who had purchased said land from W. E. Harrison on December 27, 1928, as shown by deed recorded in Deed Book 83 Page 378 in said Probate Office. Affiant further says that each of said persons went into immediate possession of said land when they purchased the same and occupied it and of his own knowledge, he knows that W. E. Harrison cut the timber from said land while he owned it and that Hiram Moore cut the timber on said land during the time he owned it and Jack Foster cut the timber from said land at the time he owned it and since Shelby Iron Company has purchased the same, it has cut the timber three times and affiant knows the lines around said land are well painted and marked and he has been upon the land several times through each of the years since Shelby Iron Company has owned it and he has never known of anyone contesting the title or disputing the possession of Shelby Iron Company of Alabama or its predecessors in title.

Affiant further says regarding the NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 23, Township 24, Range 15 east except one-half interest in mineral rights, that said land formerly belonged to J. W. Cheney and he failed to pay the taxes thereon and the same was sold to the State as shown by tax sale record 11 page 36 in said Probate Office. J. G. Shoemaker purchased the State's title on July 22, 1937, as shown by Tax Deed 103 Page 244 in said Probate Office and he sold the same to affiant on January 14, 1939, as shown by Deed Book 96 Page 483 in said Probate Office. Affiant sold said land to Shelby Iron Company on March 18, 1941, as shown by deed recorded in Deed Book 111 Page 294 in said Probate Office. Affiant further says that J. G. Shoemaker went into immediate possession of the same when he purchased it and sold the timber therefrom and remained in the actual possession of said land until he sold the same to affiant, as mentioned above. Affiant went into immediate possession of said land and sold the timber off the land on two different occasions during the time he owned it and the lines



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were well marked during the time he owned it and affiant went upon the land frequently and in fact has been going on the land frequently up until this very day. Affiant further says that Shelby Iron Company has sold the timber to Brown Lumber Company since it has owned said land. Affiant further says that throughout all the years he has known said land since it was purchased by J. G. Shoemaker and he knows that no one has disputed the J. G. Shoemaker title nor contested his possession nor has anyone ever contested the possession of any of J. G. Shoemaker's successors in title.

Affiant further says regarding SE $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 26, Township 20, Range 1 West and regarding NE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 35, Township 20, Range 1 West that the Shelby Iron Company has in its possession a deed from Nancy C. Davis and husband, Isaac J. Davis dated November 26, 1890, and recorded in Deed Book 15 Page 139 in said Probate Office to Alabama Coal & Iron Company conveying both of said forties. Affiant further says that Shelby Iron Company of Alabama for whom the affiant is now employed is the successor in title to Alabama Coal & Iron Company and affiant says that since the year 1922 he has been upon and over the lands described in this paragraph frequently and he knows that the lines bordering the same have been well marked and well defined and that Shelby Iron Company has been in the actual possession of every foot of said land described in this paragraph and that his said employer and its predecessors in title have used said land to obtain wood for charcoal purposes until its plant was closed in 1923 and since that time said Company has sold the timber to the Alabama Cooperage Company and gave it a period of 10 years to remove said timber and said Cooperage Company cut said timber from time to time during said 10 year period. Then in the year 1937 or thereabout, the Shelby Iron Company sold the timber on said land to Brown Lumber Company and said Company under said contract cut the timber three different times, the last cutting is going on at the present time and said Lumber Company is still in the process of cutting said timber. Throughout all these years neither Josh Davis nor anyone else has ever contested the title or disputed the possession of Shelby Iron Company or its predecessors in title and affiant says that Shelby Iron Company has assessed and paid taxes on said land since 1922 to affiant's knowledge and the records indicate that they have assessed and paid taxes back to the year 1890.

Affiant further says with reference to SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 22, Township 24, Range 15 East that said land formerly belonged to T. H. Thornton and that

he let the same sell to the State of Alabama for nonpayment of taxes for the year 1929, as shown by Tax Sale Record 10 Page 158 in said Probate Office and that one Leo D. Campbell purchased the State's interest on April 8, 1937, and obtained a deed from the State of Alabama as shown by deed recorded in Deed Book 102 Page 464 in said Probate Office. Affiant further says that the said Leo D. Campbell sold said land to affiant on April 24, 1937, as shown by deed recorded in Deed Book 100 Page 350 in said Probate Office. Affiant further says that he sold said land to Shelby Iron Company on March 18, 1941, as shown by deed recorded in Deed Book 111 Page 294 in said Probate Office. Affiant further says that the said Leo D. Campbell went into immediate possession of said property when he purchased the same from the State and remained in possession of it only a short time until he sold it to affiant, as mentioned above. Affiant says that he went into immediate possession of said land and had the same surveyed and marked the lines thereon and cut the timber therefrom during the time he owned it and that Shelby Iron Company of Alabama went into immediate possession of said land on March 18, 1941, when it was conveyed to said Company and have sold the timber to Brown Lumber Company on three different occasions and that said Lumber Company is still in the process of cutting the timber. Affiant says that the lines are still well defined and marked and he has been on the land frequently since the time he purchased it and since it was owned by Shelby Iron Company and he has never known of anyone contesting the title or disputing the possession of Shelby Iron Company or its predecessors in title. Affiant further says that he and the Shelby Iron Company have assessed and paid taxes on the land each and every year since affiant purchased it.

Affiant further says that he has been shown the record of a deed from Peter Perolio and wife to Mrs. J. L. Spearman dated March 11, 1938, and recorded in Deed Book 104 Page 284 in said Probate Office and that said deed describes the following land:

The SE $\frac{1}{2}$  of SW $\frac{1}{4}$  and SW $\frac{1}{2}$  of SE $\frac{1}{4}$  Section 10, Township 21, Range 2 West. And the N $\frac{1}{2}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$  and N $\frac{1}{2}$  of NE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 15, Township 21, Range 1 West, Shelby County, Alabama.

Affiant further says that Mrs. J. L. Spearman did own the land described above except that all of the land was located in Sections 10 and 15 in Township 21, Range 2 West and she at no time has ever owned any of the land described above in Range 1 West. Affiant further says he knows where the house she lives in is situated and the same is situated six miles west of the above land described as being in Range 1 West.

  
A. B. Bristow



State of Alabama

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Shelby County

Sworn to and subscribed to by A. B. Bristow before me this the 28<sup>th</sup>  
day of May, 1954.

Charles Harrison

Notary Public for State  
of Alabama



State of Alabama, Shelby County

I, L. C. Walker, Judge of Probate hereby certify that the within  
day of June 1954 at 8 o'clock A.M, and recorded in Deed Record 187 Page 412 & examined  
6-26-54 and the Mortgage Tax of \$..... Deed Tax of \$..... has been paid.  
Fee \$..... Judge of Probate  
L. C. Walker

Filed

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