

1053

STATE OF ALABAMA,)
)
JEFFERSON COUNTY.)

Filed 8th December, 1958

Before me, a Notary Public in and for said County in said State, personally appeared Lewis Elliott, who, being first duly sworn, deposes and says as follows:

That he is 52 years of age and a brother of Clarence G. Elliott, who, on March 19, 1923, purchased the following described property located in Shelby County, Alabama, from J. H. Milner and wife, Hattie M. Milner:

The surface right only to the following described lands, to wit: the west half of the southeast quarter (W 1/2 of SE 1/4) of Section thirty-two (32) township eighteen (18) south, range one (1) west, and thirty (30) acres off of the north end of the northwest quarter of the northeast quarter (NW 1/4 of NE 1/4) of Section five (5) township nineteen (19) south, range one (1) west.

Also the fee simple interest to the following described lands, to wit: the west half of the east half of the southeast quarter (W 1/2 of E 1/2 of SE 1/4) of Section thirty-two (32) in township eighteen (18) south range one (1) west.

Also the southeast quarter of southwest quarter (SE 1/4 of SW 1/4) and a part of the northwest quarter of the southwest quarter (NW 1/4 of SW 1/4) being and lying on the south side of the following described boundary line, to wit: starting at the southeast (SE) corner of the said northwest quarter of southwest quarter (NW 1/4 of SW 1/4) and running northwest crossing the public road at a stake near said road and running northwest to the original west line of said forty, in section thirty-two (32) township eighteen (18) range one (1) west; all south of the above described line, said part of the northwest quarter of southwest quarter (NW 1/4 of SW 1/4) containing ten (10) acres more or less. (The description in this paragraph being the corrected description by virtue of deed from J. H. Milner to Clarence G. Elliott on May 17, 1934).

Also the southwest quarter of the southwest quarter (SW 1/4 of SW 1/4) except ten (10) acres, more or less in the southwest corner of said forty in section thirty-two (32) township eighteen (18) range one (1) west, said part excepted lying southwest of the middle of the lane dividing and running between the lands of Howell Pearson and T. R. Krider.

That when his brother, Clarence G. Elliott, purchased this property, your affiant was 17 years of age, and your affiant has been closely connected with said property from the date of its purchase to the present time; that the said Clarence G. Elliott, and his Executors and devisees under his will after his death on November 20, 1957, have been in the actual, open, notorious, continuous, undisturbed and exclusive and hostile adverse possession of said property for a period of over twenty or more consecutive years, or since its

purchase by the said Clarence G. Elliott down to the present date, and claimed to own said property in his or their own right during all of these years, and no other person to his knowledge has ever claimed or reputed to claim any interest in or to the above described property; that the said Clarence G. Elliott on his purchase of said property immediately went into the actual possession of said lands, and continued his actual possession each year thereafter until his death; that the said Clarence G. Elliott since purchasing said property has assessed and paid taxes thereon each year until his death, and since his death, the taxes have been paid by his Executors.

That soon after his brother, Clarence G. Elliott, purchased the above property, the said Clarence G. Elliott went into the actual possession of said lands, and farmed a great part thereof, raising cotton, corn and vegetables, and continued to farm said lands each year thereafter until about the year 1936, when he leased it out to tenants; that Clarence G. Elliott, in addition, from the date of purchase on March 19, 1923, fenced part of the land, raised cattle, owned and kept horses thereon, built numerous barns, store buildings, tore down several old houses on various parts of said lands, built and rebuilt two lakes on said property, building dirt and mud dams, and later rock dams to impound the water, had said lakes stocked with fish, drilled and redrilled several wells, cut and sold the timber, leased pasture lands, rented houses to numerous tenants, built and rented a store building, and affiant says that all of the above acts were exercised by the said Clarence G. Elliott continuously and each year from the time of his purchase of said lands and until his death, claiming ownership to all of the said lands purchased from the Milner's on March 19, 1923, and until his death.

Affiant says that his attention has been called to an error in the description of the following property, appearing in the deed from J. H. Milner and wife, Hattie M. Milner, to Clarence G. Elliott on March 19, 1923.

"A part of the Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4), being and lying on the south side of the following described boundary line, to wit: starting at the Southeast (SE) corner of the said Northwest Quarter of Southeast Quarter (NW 1/4 of SE 1/4), and running Northwest, crossing the public road at a stake near said road and running Northwest to the original west line of said forty, in Section thirty-two (32), Township Eighteen (18), Range One (1) West; all south of the above described line, said part of the Northwest Quarter of Southwest Quarter (NW 1/4 of SW 1/4) containing ten (10) acres, more or less."

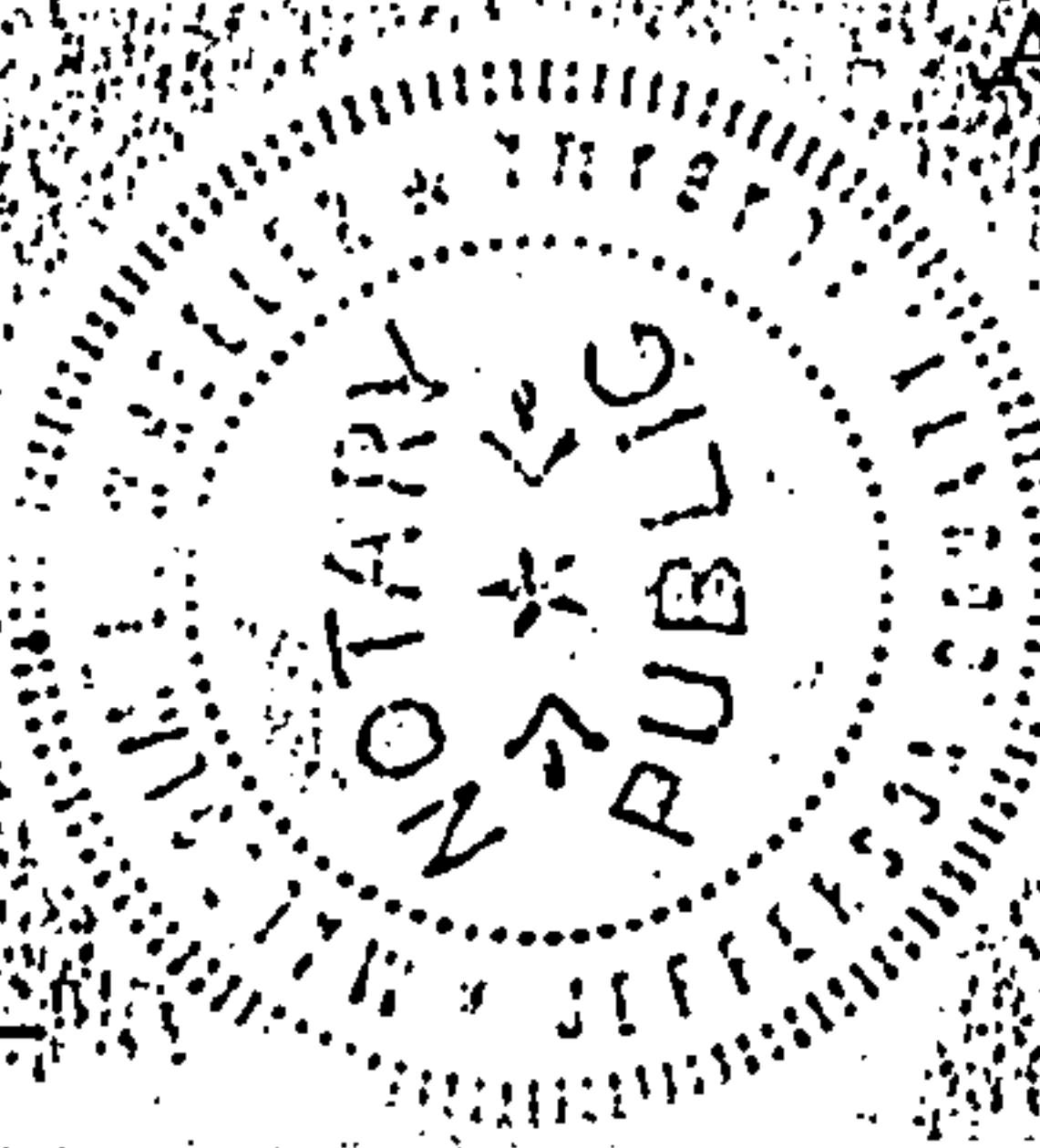
In this deed in one place therein, land is described as beginning at the SE corner of the NW 1/4 of the SE 1/4, when it should have been beginning at the SE corner of the NW 1/4 of the SW 1/4; and on May 17, 1934, a deed of correction was given by J. H. Milner to Clarence G. Elliott correcting said error, which deed is recorded in the Probate Office of Jefferson County, Alabama; that in referring back to the deed wherein J. H. Milner purchased this property from R. F. Cox and wife on January 13, 1923, the same error appears, but in the purchase money mortgage executed simultaneous with the deed, the said purchase money mortgage described said property correctly; affiant says that such error in the deed from J. H. Milner to Clarence G. Elliott on March 19, 1923, was a typographical error, as it appears therein in said description that it is "a part of the NW 1/4 of the SW 1/4", and in the last words of said description, the words, "said part of the NW 1/4 of SW 1/4 containing 10 acres more or less;" that affiant has personal knowledge that Clarence G. Elliott took actual possession of the property described in the paragraph next above, which was incorrectly described in the deed from J. H. Milner and wife on March 19, 1923, but which was on May 17, 1934, correctly described in a deed of correction from the said J. H. Milner to the said Clarence G. Elliott, and affiant says that the said Clarence G. Elliott after taking actual possession of this part of the land on March 19, 1923, exercised acts of ownership over it by cultivating it for many years by himself and by tenants, and such acts of ownership by the said Clarence G. Elliott continued each successive year until the death of Clarence G. Elliott, and no one to your affiant's knowledge has ever claimed any part of such land. Affiant further says that his mother, who was named in the will of his brother, Clarence G. Elliott's will, died about three years ago, having pre-deceased her son, Clarence G. Elliott.

Lewis Elliott
AFFIANT

Sworn to and subscribed before me

on this 2nd day of December, 1958.

Malcolm L. Wheeler
NOTARY PUBLIC



STATE OF ALABAMA, SHELBY COUNTY

I, L. C. Walker, Judge of Probate, hereby certify that the within was filed for record the 2nd day of Dec 1958, at 8 o'clock PM and recorded in Deed record 197 Page 418, and the Mortgage tax of _____ Deed tax of _____ has been paid.

L. C. Walker Judge of Probate