

3341  
STATE OF ALABAMA )

COUNTY OF SHELBY )

Before me, *Walter Cornelius*, a Notary Public in and for said County in said State, personally appeared Grady L. Luster and wife, Aline E. Luster, who, being by me first duly sworn, depose and say as follows:

That the affiants are the grantees named in that certain warranty deed executed on July 15, 1957, by G. M. Harlow and wife, Minnie Harlow, and recorded on July 29, 1957, in Deed Book 188, at Page 234, in the Probate Office of Shelby County, Alabama, upon the following described realty:

Part of SW1/4 of NE1/4 of NW1/4 of Section 26, Township 19, Range 3 West described as follows: Begin at the Southwest corner of said SW 1/4 of NE 1/4 of NW 1/4 and run thence East along South boundary line 402.8 feet to the West line of old Cahaba Estates Road; thence North 20 deg. 30 min. East along West line of said road 70 feet to the point of beginning of lot herein described; thence North 48 deg. 02 min. East along Northwest line of said road 302.5 feet; thence North 2 deg. 11 min. West 398.7 feet; thence south 88 deg. 41 min. West 625.3 feet to East line of New Cahaba Estates road from Bessemer Cut-off; thence south 4 deg. 45 min. East along new road 109.3 feet; thence South 40 deg. 04 min. East and along NE line of said new road 628.2 feet to point of beginning. Containing 5.75 acres, more or less. Except Minerals and mining rights. Situated in Shelby County, Alabama.

That the affiants went into the actual possession, occupation and control of the above described property immediately upon entering a Lease Sale Contract with the said G. M. Harlow and Minnie Harlow on June 24, 1953, and commenced the construction of a dwelling house into which they moved in June, 1954. That the said Lease Sale Contract is recorded in Deed Book 181, at Page 61, in the said Probate Office of Shelby

County, Alabama. That the above described realty is located just off Highway 150, known as the Bessemer Cut-off, in Shelby County, Alabama, and has the mailing address of Route 2, Box 417H, Bessemer, Alabama.

That the affiants know of their own knowledge that the taxes for 1951, 1952, and 1953 upon the above described realty were assessed and paid by the said Minnie Harlow. That the affiants assessed and paid the taxes thereon for 1954 and for each consecutive year from 1954 to the present date hereof. That during all of said period from the said date of 1951 to the present date hereof no person, other than the affiants and their said predecessors in title, has assessed or paid taxes on the above described realty, or any portion thereof.

That the affiants have remained in the exclusive, continuous, adverse, open, hostile, actual, notorious and peaceable possession, occupation, and control of all the above described realty from the said date of June 24, 1953, to the present date hereof, asserting claim of ownership thereto against all the world. That during all of said period no person, other than the affiants, has been in the possession of any portion of said realty.

That in 1957 when the affiants were about to receive the warranty deed to be executed to them by the said G. M. Harlow and wife, Minnie Harlow, in pursuance of the said Lease Sale Contract, they retained certain attorneys at law in the City of Birmingham, Alabama, to examine an abstract furnished the affiants by the said sellers. That the said attorneys thereupon informed the affiants of the existence of that certain quit claim deed executed to J. D. Brooks and Lora Brooks on June 16, 1942, and recorded in Deed Book 117, at Page 100 in the Probate Office of Shelby County, Alabama. That at the

request of the affiants the said attorneys on August 23, 1957, mailed a letter by United States Mail and addressed to the said Mr. and Mrs. J. D. Brooks at their known address calling upon the said addressees to show what claim, if any, they had to the above described realty. That the said addressees failed to respond to said letter and have not asserted any claim to said property.

The above-described realty was enclosed by fences when the affaints first entered same in 1953 and is now so enclosed. That during all of said period from June 24, 1953, to the present date hereof no one has disputed the boundary lines of the above described realty as defined by said fences. That the said property was vacant when purchased by the affiants in 1953, but was being used by the said G. M. and Minnie Harlow as pasture land.

WITNESS our hands and seals this the 30<sup>th</sup> day of March, 1963.

Grady L. Luster (L.S.)  
Grady L. Luster

Aline E. Luster (L.S.)  
Aline E. Luster

Sworn to and subscribed before me on this the 30<sup>th</sup> day of March, 1963.

Walter Cornelius  
Notary Public  
My Commission Expires: 5-31-65

STATE OF ALA. SHERIDY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 4/1/63  
REC. 188 TAX  
& 5 HAS BEEN  
PD. 11