

109-1

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared H. R. JUSTICE, who, after being by me first duly sworn to speak the truth, deposes and says as follows:

My name is H. R. Justice. I reside at Calcis, Shelby County, Alabama. I am 72 years of age. I have been closely familiar with the occupation, use, and possession of the hereinafter described real property situated in Shelby County, Alabama for a period in excess of sixty years, said property being more particularly described as follows, to-wit:

The $S\frac{1}{2}$ of $SW\frac{1}{4}$ of Section 22, Township 18 South, Range 2 East.
The $W\frac{1}{2}$ of $NW\frac{1}{4}$ and 13 acres off West side of $NE\frac{1}{4}$ of $NW\frac{1}{4}$ of Section 27 in Township 18 South, Range 2 East.
The $NE\frac{1}{4}$ of $NE\frac{1}{4}$ and all of the $SE\frac{1}{4}$ of $NE\frac{1}{4}$, Section 28, Township 18 South, Range 2 East, EXCEPT a tract containing 3 acres being 210 yards long East and West and 70 yards wide North and South and lying in the SW corner of said $SE\frac{1}{4}$ of $NE\frac{1}{4}$ of Section 28, all situated in Shelby County, Alabama.

With the exception of approximately six years in the early 1900's, I have lived in the neighborhood of the above described property all of my life. For the last sixty years I have been closely acquainted with the owners of the above described property and the persons in possession thereof. On July 10, 1919, by deed recorded in Deed Book 65, page 574 in the Probate Records of Shelby County, Alabama, the above described property was conveyed to Augustus Mackey by the heirs of J. P. Mackey, said J. P. Mackey dying intestate while a resident of Shelby County sometime during the period between 1912 and 1919. For many years prior to 1919, the above described property was in the actual, open, exclusive, notorious, continuous and hostile possession of said Augustus Mackey and, prior to his ownership thereof, J. P. Mackey. On February 11, 1920, Augustus Mackey and wife, Martha A. Mackey conveyed the above described property to T. R. Ritch by deed recorded in Deed Book 70, page 9 in the Probate Records of Shelby County, Alabama. Immediately after the execution of said deed T. R. Ritch went into the immediate actual, adverse, continuous, exclusive and hostile possession of said above described property and so remained in possession up until the time the property was conveyed to Claude M. Ritch and Nina J. Ritch on

March 30, 1935 by deed shown at Deed Book 96, page 157 in the Probate Records of Shelby County, Alabama. During the time between 1920 and 1935 said T. R. Ritch lived on the above described property in the residence situated thereon. During said period and for each and every year said T. R. Ritch farmed portions of the above described property, cultivating some parts thereof and raising cattle and other farm animals on other portions thereof. After the death of T. R. Ritch in either 1939 or 1940 said Claude M. Ritch and Nina J. Ritch went into the immediate, open, adverse, continuous, exclusive, and hostile possession of the above described property and farmed and rented said property out up until it was sold by them to Ed J. Smith in 1962. I understand that Ed J. Smith and wife Suzanne, conveyed said property to Sylacauga Limestone Company, Inc., a Corporation 1963 and that the property is now owned by said Sylacauga Limestone Company, Inc., a Corporation. During the more than sixty years I have known the occupation, use, and possession of the above described property it has been in the continuous, exclusive, notorious, hostile, and adverse possession of said present owners and their predecessors in title. I have never heard their title questioned or disputed in any way, whatsoever.

It has been called to my attention that one acre of land was conveyed by Jessie Jones and wife, Sarah Jones, to Jessie Mae Jones, an unmarried woman, on July 16, 1962 by deed recorded in Deed Book 221, page 447 in the Probate Records of Shelby County, Alabama. The property owned by Jesse Jones and Sarah Jones and the property conveyed to Jessie Mae Jones in said deed actually lies West or Southwest of the above described property and does not overlap on the same at any point. Neither Jesse Jones, Sarah Jones, or Jessie Mae Jones claim any interest in the above described property and they have never been in possession of the same, or any part thereof.

It has been called to my attention that in that certain deed in favor of Ed. J. Smith recorded in Deed Book 220, page 191 in the Probate Records of Shelby County, Alabama, 8 acres of the above described property was described as being in the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 27. Actually, as the records show, this 8 acres is actually situated in the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of said Section 27 and this was just a typographical error in said deed.

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It has been called to my attention that Rudolph Wilder and wife, Elaine Wilder, executed a transmission line permit to Alabama Power Company on November 27, 1951 as shown by instrument recorded in Deed Book 150, page 352 in the Probate Records of Shelby County, Alabama. Actually, at said time, the above described property, or a one-half interest therein, was owned by Nina J. Ritch, the mother of Elaine Wilder, and said Elaine Wilder, to my knowledge, asserted no personal ownership of said property, herself.

Neither Ezra Reynolds, J. W. Reynolds, or Jonas Schwab, have been in possession of the above described property or any part thereof during the more than sixty years I have known the occupation, use, and possession of the same, and none of the aforesaid parties have ever asserted any right, title, or interest in and to said property. Actually, the Reynolds owned a tract of land East of the above described property but never claimed or possessed that land described above. I am not familiar with Jonas Schwab, but to my knowledge, he was never in possession of any portion of the above described land and never asserted any right, title, or interest therein.

On April 17, 1961, a mineral agreement was executed in my favor by Claude M. Ritch and wife, Vera Ritch which instrument is recorded in Deed Book 215, page 143 in the Probate Records of Shelby County, Alabama. This agreement gave me the right to remove certain specified minerals for a period of ten years. On April 19, 1961, I executed a contract in favor of Guy H. James Construction Company, a Corporation which is recorded in Deed Book 215, page 163 in the Probate Records of Shelby County, Alabama. There was a provision in the agreement which I executed in favor of Guy H. James Construction Company, a Corporation, which provided that ^{if} no rock or limestone or other minerals were mined or quarried from said property for a period of one year and no rental paid as provided therein, my agreement with said Guy H. James Construction Company would be cancelled. More than one year has passed during which period of time no rock, limestone or other minerals were mined or quarried from said real property and said Guy H. James Construction Company

has failed to pay in lieu thereof the sum provided for in said agreement. The agreement with Guy H. James Construction Company, a Corporation, referred to above, has been, therefore, terminated, and said corporation no longer owns any interest, whatsoever, in said property or the minerals situated therein or thereon.

DP Matica

Affiant

Sworn to and subscribed before me
this 10th day of July, 1968.

James H. Shairbutt

Notary Public

My Commission

Expires 3/30/70

STATE OF ALA. SEC. BY CO.
OFFICE THIS
INSTRUMENT WAS FILED
JUL 24 1968
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Cecil J. Shairbutt
JUDGE OF PROBATE