

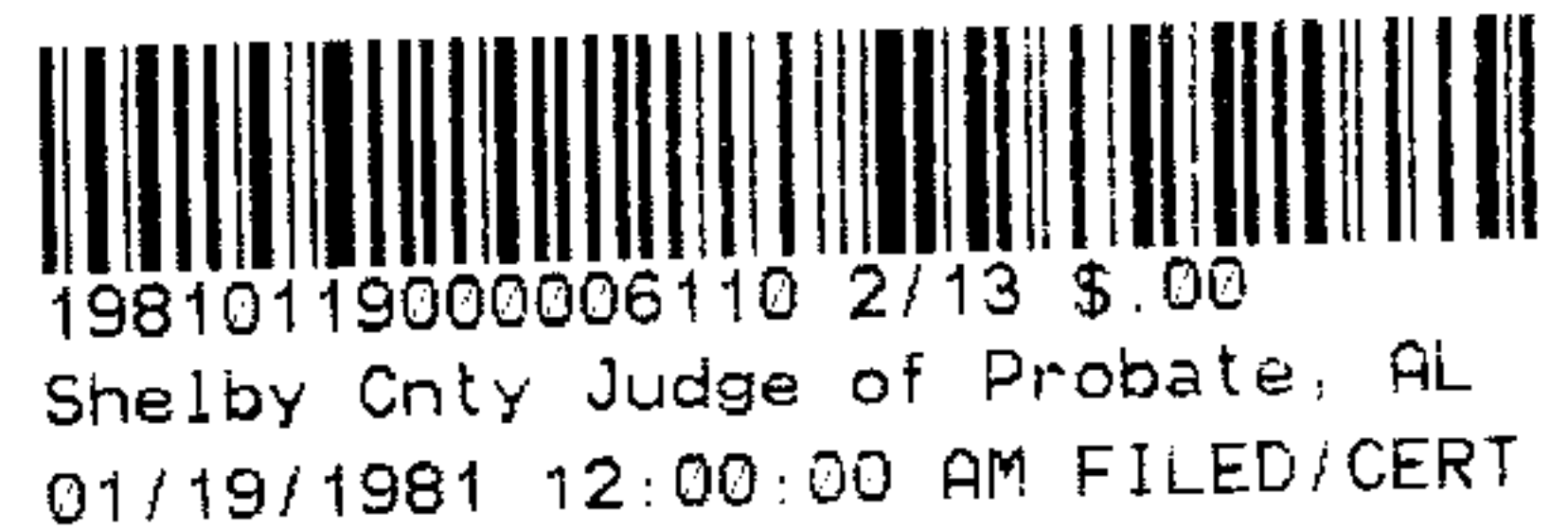
STATE OF ALABAMA
SHELBY COUNTY

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19810119000006110 1/13 \$.00
Shelby Cnty Judge of Probate, AL
01/19/1981 12:00:00 AM FILED/CERT

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

My name is J. C. Garrett and I reside at Route 2, Calera, Alabama. I have been familiar with the ownership, occupation, use and possession of the property described on Exhibit "A" attached hereto for a period in excess of forty years. When I first knew the property described on Exhibit "A" attached hereto, the Northern portion of said property designated as Parcel Number 28 on Exhibit "A" was owned by William Benjamin C. Eddins and his wife, Myrtle New Eddins. Myrtle New Eddins is one and the same person as Myrtle New Eddins Veazey. I understand that Benjamin C. Eddins and Myrtle New Eddins had purchased this Northern most piece of the property described on Exhibit "A" in 1919. It was a part of a larger tract of land which they owned. I am informed that Benjamin C. Eddins died in 1924 and in 1925, Myrtle New Eddins moved on to the property. Some years later, she married Raymond L. Veazey. From the time I first remember the property which was about 1935 or before, Myrtle New Eddins Veazey and Mr. Veazey were living on the property down to the "fence and tree line" shown on Exhibit "A". They resided on that property for each and every year from 1935 up until Mrs. Veazey died in 1972. During the time Mrs. Veazey lived on the property, they kept cattle on the property and possessed the same and maintained the property up to the so designated "fence and tree line" for each and every year continuously up until the date of her death. In addition, on December 15, 1960, Myrtle New Eddins Veazey purchased the property shown on Exhibit "A" to the South side of the property from Frew and Thomas, Inc., which was a corporation that had gotten the property from James Mabry. At the time Myrtle New Eddins Veazey purchased the Southern portion of the property which is designated as Sections 33, 32 and 29 on the attached Exhibit "A", which said property is also described on the deed attached hereto as Exhibit "B", and made part and parcel hereof as fully as if set out herein, the entire portion of said property so designated on Exhibit "A" as Section 33, 32 and 29 were under fence, including

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but not being limited to the area designated on said Exhibit "A" as a "15 ft. strip for roadway recorded in Deed Book 66, page 292". That is to say the entire 15 ft. strip designated on Exhibit "A" for such roadway was included in the property which was under fence and was in possession of James Mabry before he conveyed the property to Frew and Thomas, Inc. Frew and Thomas had owned the property approximately one year before they deeded it to Mrs. Veazey. In 1960, Mrs. Veazey went into possession of the property described on Exhibit "B", possessing the same up to the fence and tree line shown on Exhibit "A" and including 15 ft. strip. This was all totally under fence. Myrtle New Eddins Veazey's son, William Eddins, placed cattle on that property immediately after she purchased the same in 1960 and kept cattle in and on the property, maintained the fence and otherwise possessed the same for each and every year continuously and exclusively up until about 1976 when he moved to South Alabama. At that time, John Eddins' son, Johnny Eddins, the grandson of Myrtle New Eddins Veazey, placed horses on the property and kept them on the property under fence possessing the entire property, including but not being limited to that 15 ft. strip, for each and every year continuously and exclusively up until William Eddins moved his cattle back on the farm in or about 1978. William Eddins has continued to keep the cattle on the property, maintained the fences, bushhogged and cut the pastures and otherwise has the same in his exclusive possession and control from 1978 up to and including the date of this affidavit. Ever since December 15, 1960, and for each and every year thereafter, Myrtle New Eddins Veazey and, after her death, her sons, William Eddins and John Eddins, have had the entire property described on Exhibit "A", including but not being limited to the 15 ft. strip, in possession under fence, have maintained the fences, cut the grass, grazed and pastured the same on a daily basis continuously for each and every year up to and including the date of this affidavit. There has never been any dispute whatsoever concerning ownership, occupation, use and possession of said land or any part thereof, including but not being limited to said 15 ft. strip so designated on Exhibit "A". No other person, firm or corporation has been in possession of said property or any part thereof during said time or asserted any right,

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title or interest in and to said property. I have never heard the title of Williams Eddins or John Eddins or their mother, Myrtle New Eddins Veazey questioned or disputed in any way to said 15 ft. strip so designated on Exhibit "A" or any other part or parcel of said property.

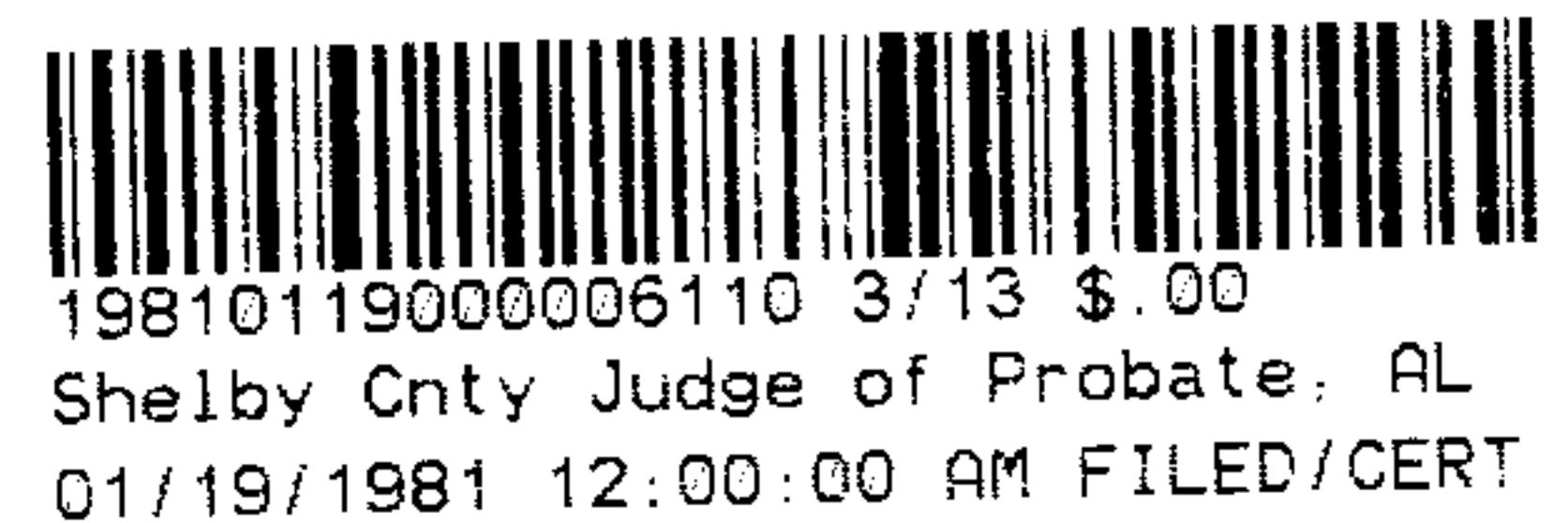
J. C. Garrett
J. C. Garrett

Sworn to and subscribed to before
me on this 8th day of January,
19 81.

Forrest R. Knicker
Notary Public

State of Alabama

Shelby County



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

My name is Elbert T. Williams and I have cognizance of the facts and matters stated in the above affidavit. Said facts and matters as stated above are true and correct. In addition thereto, affiant further states that when Myrtle New Eddins Veazey purchased the property described as Tracts 33, 32 and 29 on Exhibit "A" on December 15, 1960, affiant was in the employ of Mrs. Veazey and was actually living on the property adjoining said property so purchased which had been previously purchased by Mrs. Veazey and which she owned at the time. I lived on the place continuously for each and every year up until 1978. I worked on the farm and also in the store that Mrs. Veazey operated there on the property. I know that the entire property has and William Eddins and John Eddins been in the possession of Myrtle New Eddins Veazey, including that 15 ft. strip for roadway that is designated on said Exhibit "A", for each and every year continuously and exclusively on a daily basis from the time she purchased the property on December 15, 1960, up to and including 1978 when I moved from the property and after that, still continuously and exclusively up to and

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including the present date. No other person, firm or corporation has been in possession of said property or any part thereof other than William Eddins and John Eddins and Myrtle New Eddins Veazey for more than twenty years next preceding the date of this affidavit and no other person, firm or corporation has questioned or disputed their ownership, possession or right thereto.

Eibert T. Williams
Eibert T. Williams

Sworn to and subscribed to before

me on this 6th day of January,
1980.



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Shelby Cnty Judge of Probate, AL
01/19/1981 12:00:00 AM FILED/CERT

Daniel E. Culver
Notary Public

[Faint, illegible text]

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800X

EXHIBIT

State of Alabama

SHELBY

County

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$100.00

to the said grantor, Drew & Thomas, Inc.
hereinafter referred to as the grantor, the said Drew & Thomas, Inc.
has hereby granted, sold, conveyed, and will convey unto the said Myrtle New Collins

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Shelby Cnty Judge of Probate, AL
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and by these presents, grant, bargain, sell, and convey unto the said Myrtle New Collins

The following described real estate situated in SHELBY
County, Alabama, to-wit:

Beginning at the Northwest corner of Section 33, Township 21, South, Range 2 West, and
thence North along the east line of Section 29 a distance of 980.5 feet; thence South
77° 3' West 74.1 feet to the right of way of the Louisville and Nashville Railroad Company;
thence South 27° 27' east along said railroad right of way a distance of 755.3 feet; thence
North 62° 14' east a distance of 224.2 feet; thence the South 23° 29' East line of said
thence North 73° 11' East 249.3 feet to Point A; thence South 5° 33' East a distance
of 510 feet; thence North 70° 31' East a distance of 1077 feet; thence South 12° 12' West
along the West right of way line of the Birmingham and Montgomery Highway a distance
of 830 feet; thence North 89° 19' West a distance of 1245.7 feet to the point of beginning,
containing 40.25 acres more or less, and being the same lands heretofore conveyed by the
Alabama Lumber and Stone Corporation to J. E. Reese as shown by deed recorded in Deed Book
33, Page 24, and also the same lands conveyed by J. E. Reese to E. W. Thompson as shown
of record in Deed Book 33, Page 9, and also the same lands conveyed by E. W. Thompson to
Cuissepe Monroig, as shown of record Deed Book 37, Page 19, all of the office of the
Judge of Probate of Shelby County, Alabama.

Subject to existing easements, rights of way restrictions and limitations, if any, of record.

TO HAVE AND TO HOLD said property unto the said grantee, her

and said Drew & Thomas, Inc.

and assigns, covenant with and guarantee, that
said grantee, her heirs, assigns, and assigns, shall lawfully enjoy the same unto and through said grantee, her
heirs, assigns, and assigns, forever.
And if there is a good right to said land, the same is warranted, and if there is not a good right to said
land, the grantor shall warrant the same to the said grantee, her

heirs, assigns, and assigns, forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Drew & Thomas, Inc.

Signature by James L. Thomas

who is duly authorized, and has acknowledged the foregoing to be true and correct
on this 15th day of December, 1980.

DREW & THOMAS, INC.

James L. Thomas



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STATE OF ALABAMA
SHELBY COUNTY
JANUARY 1981
RECORDED
INDEXED

State of Alabama

DECEMBER 1980

The undersigned authority

do hereby certify that James L. Thomas, President of the Henry & Thomas, Inc., is the owner of the foregoing conveyance, and who is known to me, acknowledged before me, and being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

My official seal and signature, this the 15th day of December, 1980.

James L. Thomas

RECORDED
INDEXED
SHELBY COUNTY
JANUARY 1981

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Shelby Cnty Judge of Probate, AL
01/19/1981 12:00:00 AM FILED/CERT

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad H. Fowler, Judge of Probate, hereby certify that the within will was filed for record in my office on the 17 day of April 1980 at 10 o'clock, and recorded in Book 215 at page 50 on the 20 day of April.
Deed tax \$2.00 has been paid.

Conrad H. Fowler
Judge of Probate

EXHIBIT "A"



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Shelby Cnty Judge of Probate, AL
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BOOK

L&N RAILROAD R/W

W-16°S 825' deed

12' Roadway
easement as
Recorded in deed book 78 page 229

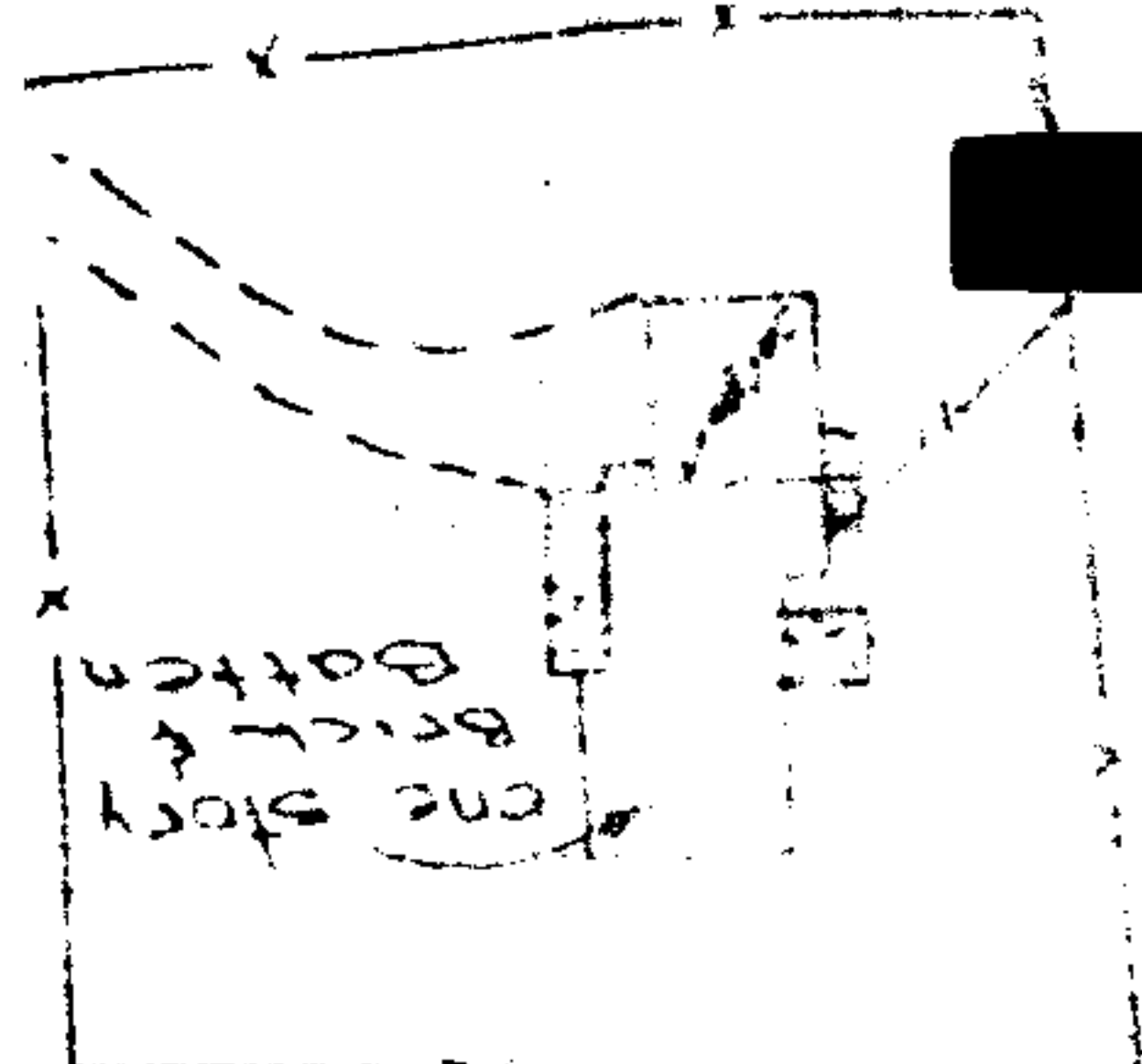
E-16°N 825' deed

29

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32

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DATE CONTINUED

15. Strip for Reading, recorded in full on 25 page
10-36-77
(copy 1 free line)

[illegible]

91 DE 91

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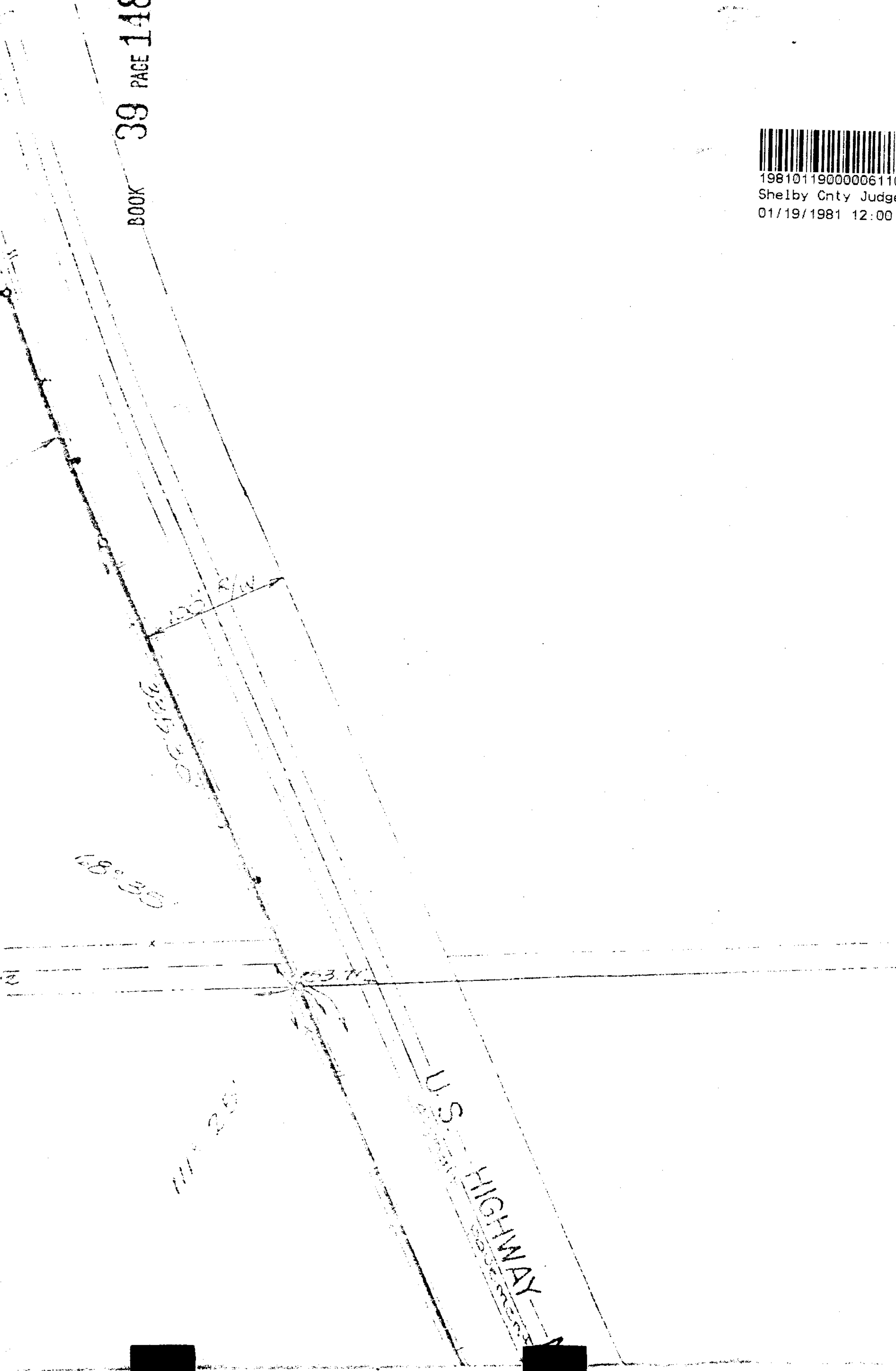


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TRAILOR

No 31

SLAG DRIVE

88° 29' 05"
88° 27' 47"

OVERHUNG



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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED

1981 JAN 19 PM 1:49

Thomas A. Downing, Jr.
JUDGE OF PROBATE

Rec. 1950
Ind. 100
2050

BOUNDARY SURVEY		
LOCATED IN		
SEC'S. 28, 29, 32, & 33, TWP. 21 SO., R 2 W		
JOB NO 5930	COULTER AND GAY ENGINEERING CO. INC. 121 WEST VALLEY AVENUE BIRMINGHAM, AL. 35209 PHONE 342-2485	
SCALE 1" = 100'	F.B. 608	SHEET
DATE 12-12-80	PG. 34	1 OF 1