

State of Alabama } Before me, J. F. Lambert Notary Public
 Shelby County. } in and for said County, in said
 State, personally appeared James Hellingham, who being
 duly sworn deposes and says that he is one and the
 same person who executed a certain mortgage on the
 2nd day of October 1915 to R. E. Gordon covering the $\frac{1}{2}$
 of N. E. $\frac{1}{4}$ of T. 11 N. $\frac{1}{4}$ and $\frac{1}{2}$ of T. 11 N. $\frac{1}{4}$ of R. E. $\frac{1}{4}$ Section 28,
 T. 20, Range 3 West. Said lands lying and being in
 the County of Shelby and State of Alabama. Said mortgage
 securing the payment of one note for four hundred
 Dollars due October 2, 1916, and one note for \$400.00
 due October 2, 1917.

Affiant further states that he had agreed with R. E.
 Gordon to purchase said land Mrs E. L. Gordon
 for the sum of Fifteen Hundred Dollars of which
 sum was to be paid in cash, which affiant was
 to obtain from his daughter's estate, and a mort-
 gage was to be given to secure the payment of said
 balance of Eight Hundred Dollars payable in one
 and two years from the date of the execution of
 said mortgage.

Affiant further states that he executed said mort-
 gage to said R. E. Gordon on the 2nd day of Oc-
 tober, 1915 - with the understanding that as soon
 as he made the Seven Hundred Dollar payment to
 Mrs Gordon, that the said R. E. Gordon would
 transfer said mortgage to her and she the said
 Mrs E. L. Gordon would make affiant a deed, R.
 E. Gordon agreeing to join in the execution of
 the same. Affiant further states that he was dis-
 appointed in obtaining said money as aforesaid.
 did not make said payment of Seven Hundred
 Dollars to the said R. E. Gordon & Mrs E. L. Gordon,

or any other persons, and no deed was there, nor has there been at any time a deed executed by Mrs E. L. Bordaw, R. E. Bordaw or any other person to me, conveying said lands above described to me.

Affiant further states that he has never had any title of any character whatsoever to said property but had a mere agreement to purchase said property by complying with the above agreement which affiant was not able to do and consequently the entire transaction fell through, and affiant does not claim now, nor has he ever claimed any title, right, interest or claim in and to said lands above described, or any part of the same.

J. H. Willingham.

Sworn to and subscribed before me this the 29th day of November 1918.

(Seal)

Jas. F. Lambert, Notary Public.

The State of Alabama

Shelby County.

I hereby certify that the within affidavit was filed in this office for record 2 day of Dec. 1918, at 10 o'clock A.M. and recorded in Book Record 64 Pages 476-477 and examined.

L. H. Kanner - Judge of Probate.