AFFIDAVIT

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, L. L. Saxon, a Notary Public in and for said County in said State, personally appeared J.T.Leeper, known to me and being by me first duly sworn deposes and says on oath as follows:

On March 3, 1911, I prepared for Mary M. McMahon a proper notice to W. J. Lloyd and R. L. Holcombe cancelling and annulling the lease contract between the said Mary M. McMahon and W. J. Lloyd dated January 3rd, 1910, which said notice was in strict conformity with the terms of said lease, and had said notices duly served on the said Lloyd and Holcombe. On the 3rd day of March 1911 I filed a bill in the County Court of Shelby County in Equity for Mary M. McMahon against the said W. J. Lloyd and R. L. Holcombe, and C. T. Brittingham, praying that the said Lloyd and Holcombe be restrained from cutting timber off of the land described in said lease, also praying that said lease be cancelled and annulled, and also that the said Brittingham be restrained from making any advances to the said Lloyd under the terms of the mortgage executed by said Mary M. McMahon and W. J. Lloyd to the said Brittingham. In May 1911 and agreement was reached between the said McMahon, Lloyd and Holcombe in reference to said suit and in accordance with the terms of said agreement, on May 6th 1911, the said Holcombe and wife assigned his half interest in said lease to the said McMahon, which said assignment is recorded in $^{
m D}$ eed Book No. 46 on page 440; and on May 20, 1911, the said Lloyd cancelled and annulled the original lease contract which he held, delivered the same to the said McMahon, and delivered the possession of said premises and property to the said McMahon, and abandoned the same. On said 20th day of May 1911 in compliance with said agreement the said McMahon executed a mortgage to the said Lloyd which said mortgage is recorded in Mortgage Record 93 page 549; and which said mortgage specifically stated that it was subject to the mortgage above referred to executed by the said McMahon and Lloyd to the said Brittingham. Since said 20th day of May 1911 up to the present time the said Lloyd has never been in possession of any of said property described in the said lease, by himself or any one else, and has never made any further claim of any kind, title and interest in said property under said lease. The said Lloyd was at that time and still is engaged by the United States Government in its Government Survey Department and to my best knowledge has never been on said property or even in this section of the country since said 20th day of May 1911; and I know he has absolutely abandoned said property and makes no claim to same whatever.

J. T. Leeper

Sworn to and subscribed before me this the 25th day of February, 1926. L. L. $S_{axon-Notary}$ Public THE STATE OF ALABAMA) SHELBY COUNTY)

I, L.B.Riddle Judge of Probate hereby certify that the within affidavit was filed in this office for record March 4th 1926 at 9 ochock A.M. and recorded in Deed record 80 page 159 and examined.

L. B.Riddle--Judge of Probate was filed.