

STATE OF ALABAMA 58 34
SHELBY COUNTY

Before me, a Notary Public in and for said County and State, personally appeared Major Wilson, who is known to me, and who being by me first duly sworn, deposes and says as follows:

My name is Major Wilson. I am 89 years of age and live at Helena, Shelby County, Alabama.

I live on a parcel of land near Helena in Shelby County described as follows:

A lot of land known as Lot "Y" in Helena, Alabama, as mapped by W. J. Horsley and bound on the north by an old road, on the east by lands of Lizzie Cross and Rev. McEntire, on the south by Miller's land, on the west by Baptist Church of colored people and west by the Helena and Acton public Road, being in and a part of the NE¼ of NW¼ of Section 15, Township 20 South, Range 3 West, less and except a portion thereof previously conveyed to Mary Miller.

which my wife, Mary Wilson and I, bought from Mr. J. D. Ruffin on March 12, 1945, our deed being recorded in Deed Book 120 at page 317, Office of Judge of Probate of Shelby County, Alabama.

My said wife, Mary Wilson, died about seven years ago, and I have lived on this property by myself since that time.

Back during the first part of this year, a Mr. W. L. Greek, who is also known as Mr. "Fred" Greek, agreed to grade my lot, put pillars on the lot, and move a frame house on the pillars. He agreed to replace the windows and screens on the frame house and to replace the front porch, to repair the roof top and recover a portion of the top where electrical outlet wires had been pulled out when the house was moved, and to replace and repair the sheetrock that had fallen on the inside.

I can't read and write, and I sign by mark. Mr. Greek gave me a copy of a contract which was supposed to cover our agreements, and I am attaching a copy of said contract hereto as Exhibit "A" and by reference hereto making the same a part hereof.



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Shelby Cnty Judge of Probate, AL
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The price which we agreed on for all of the work which he was supposed to do was \$3,750.00.

We signed our names to the contract one morning, and Mr. Greek brought the house at 3:00 o'clock A. M. in the morning that same day or the next day. He did not grade off the lot and did not put any pillars up, and he set the house on cross members and jacks, and he set one corner of the house up on a stump. He promised to come back and do what he was supposed to in putting the house up on pillars, ^{and doing the other work promised} but he hasn't done this yet. I have tried to telephone him several times, but he won't return my calls. He did come back on one occasion and raise the house up so that I could dig the stump up: this was two or three months ago, but he hasn't done yet what he said he would do, as stated before.

On the day that Mr. Greek brought the house to my lot, I went to the bank and got \$750.00 and gave it to him, but I haven't paid him anything since, and he hasn't asked me for anything since.

As stated, I can't read nor write, and I am not sure what kind of papers I put my mark on. I signed whatever he asked me to, and I make this affidavit, on the advise of my lawyer, to tell the world that I don't intend to pay Mr. Greek or anybody else anything further until he does what he agreed to do in putting the house on pillars, or leveling off my lot, and making the house repairs that he said that he would make and as set forth above. I have not signed a mortgage or note.

his
mark

Major Wilson

Sworn to and subscribed before
me this 2 day of June, 1976.

[Signature]
Notary Public

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Exhibit "A"

DATE Feb. 15, 1976

Contractor agrees to furnish all materials and labor necessary to move house at the following address:

BLOCK _____ TO LOT _____ SURVEY _____

STREET ADDRESS: House 500m Behind Wayside Nur. Highway 31 South

The moving price shall be \$ 3750.00, Payable as follows:
\$ 750.00, down payment, receipt of which is acknowledged.

\$ _____, balance due in cash when house reaches lot, not on lot, only to lot. Purchaser agrees to execute a mortgage note to said contractor or to any financial institution suggested by contractor to LOT Major Wilson's lot

BLOCK _____ SURVEY _____ in the amount of \$ _____

Any additional work not listed will be handled on a basis of cost plus 25%. In the event the purchaser fails to carry out and perform the terms of this agreement, the down payment money, as shown herein, shall be forfeited as liquidated damages at the option of the contractor, provided that the contractor agrees to the cancellation of this contract. Purchaser agrees to furnish building permit where necessary.

Purchaser agrees to release all equipment of said contractor within 20 days after the house is on said lot or pay a rent of \$5.00 per day after said 20 days. Each day's rent to be due as separate payments.

Contractor is responsible for major damage only due to his negligence. Cracks in the sheet rock, plaster, and wall boards, roofing that is scraped off or gutters or eaves on said house that is damaged is not considered a major damage. House is sold on an "AS IS BASIS". No warranty is implied or promised.

In the event this contract is to be financed on monthly payments, purchaser agrees to pay the regular discount charge of \$ _____ in addition to the above price.

Contractor reserves the right to sublet work. If house is to be jacked over 28 inches high, there will be an additional charge unless specified otherwise.

Balance of \$3000.00 to be paid \$60.00 per month
and interest at 9% a mortgage + note to
be given on property

This agreement is not to be interpreted by any reference to any previous letter, proposal, document, or understanding, written or oral, excepting only as may be specifically referred to on this agreement.

The undersigned purchasers do hereby acknowledge that this contract has been read to or by them and that they fully understand and agree to its terms and conditions; that this contract expresses all consideration that supports it and all inducements which lead to its execution; and that no promise of a cash payment, rebate, bonus, or other consideration on future sales or otherwise has been made to induce them to enter into this contract.

The undersigned property owners agree that the contractor may, if he so elects, transfer and assign all the contractor's rights, title, and interest in this contract to any person, firm, or corporation, including contractors' rights to a Mechanics and Materialmen's lien as provided by the laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned has (have) hereunto set his (their) hand(s) and seal(s) the day and year first written above.

I (We) waive the right to claim personal property as exempt, and agree to pay all costs of collection, including a reasonable attorney's fee, if the amount herein set out is not paid at maturity.

W. L. Shuck
CONTRACTOR

Major Wilson
HUSBAND & PURCHASER

Witnesses
[Signature]
[Signature]

WIFE OR JOINT PURCHASER



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BOOK

Purchase Price # 3, 1751.00

Cash Down Payment 1750.00

Balance Due 3, 000.00

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Conrad M. Brown
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1976 JUN - 7 AM 11:44



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