

1214

**AFFIDAVIT
OF
RUTH E. DAVIS**

STATE OF ALABAMA

SHELBY COUNTY

I am Ruth E. Davis and I own Tobacco World that is located on a corner lot of Highway 31 and Highway 261, known as Helena Road in Shelby County.

In 1979 I had my husband Morris O. Davis, approach Mr. J. A. McGuire about leasing the corner as mentioned above.

At the time we approached Mr. McGuire, this lot needed a lot of fill dirt and improvements. Mr. McGuire, along with myself and my husband agreed upon the monthly rent with me paying for all of the improvements. For doing this Mr. McGuire would grant me a first option to purchase this corner lot, if he ever decided to sell. This option included me paying his offered price from any person or corporation that came forward to buy the lot.

Mr. McGuire had my husband draw up the lease and present it to him and the original lease was for three years with the option to renew for two years.

When the lease came back from Mr. McGuire, he had marked through the three years and the renewal for two years. He said that he wanted the lease to run from year to year and had a clause in it to renew each year. Mr. McGuire also had in the lease that he would give me the first option to buy this property if he ever sold same. I started having work done on this lot and have spend approximately \$30,000.00, which includes hauling dirt in to fill the lot; put stone for the fill dirt; I have spent \$7,800.00 having the parking lot paved; approximately \$5,000.00 on landscaping; approximately \$500.00 for flood lights put around this lot; extended the parking lot in 1983 spending about \$5,000.00 for fill dirt to be put in before this was done. I have had a portable building put on this lot for Tobacco World and Snappy Print, which cost us \$17,600.00; I have spent approximately \$4,600.00 for electrical work; spent \$2,700.00 for the septic tank; another \$2,600.00 to add the bathroom and fixtures installed.

John Cole

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A few months ago I understand that Mr. J. A. McGuire put the property up for sale and I sent my husband by to see Mr. McGuire and told him that I wanted to execute my option to buy. Mr. McGuire informed my husband that we would be third in line. The contract he had with the prospective purchaser had fallen through.

Mrs. McGuire came to see me and ask if I was going to move and I told her that I was not going to move unless they forced me to do so. Mrs. McGuire then told me I had at least three more years on the lease before they would think about selling the property again. A few days later Mr. J. A. McGuire was in Tobacco World and told my husband the same thing, that we had approximately three more years on the lease.

A few months later, I had heard through the grapevine that they were putting the lot up for sale and had a contract to sell the entire property. I confronted Mr. McGuire with this when he came to collect the rent. He told me that a prospective buyer had a contract on the property and had until December 15, 1986 to buy the property. Later I had my husband to see Mr. McGuire and told him that I wanted to exercise my option to purchase the corner lot. Mr. McGuire told my husband he would not sell the corner lot without the rest of the property, this was not my agreement with Mr. McGuire. We have discussed with Mr. McGuire, that who ever bought the property should consider my improvements and my first option. I understand that Mr. McGuire told my husband that the paper I was holding was rinky-dink and was no good. I would never have spent all the money on this corner lot thinking that some day Mr. McGuire would sell with out first giving me the opportunity to purchase same. I have always paid my rent on time and have been on this lot since April 1, 1979 until the present time.

Before me, the undersigned, a notary public in and for said county in said state, personally appeared, Ruth E. Davis, who, being first duly sworn, makes oath that she has read the foregoing petition and knows the contents thereof, and that she is informed and believes, and upon such information and belief, avers that the facts alleged therein are true and correct.

Ruth E. Davis
RUTH E DAVIS - AFFIANT

Subscribed and sworn to before me this 12th day of December 1986.

Darlene D. Davis
NOTARY PUBLIC

PREPARED BY: JOHN L. COLE, ATTORNEY

P.O. Box 55536

Bham 35255

Rec 5.00
Jud 1.00
6.00

STATE OF ALABAMA
I HEREBY CERTIFY
THAT THE ABOVE IS
A TRUE AND CORRECT
COPY OF THE
ORIGINAL FILED

1986 DEC 12 PM 3:58

Thomas H. Lawrence, Jr.
JUDGE OF PROBATE

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