

STATE OF ALABAMA
SHELBY COUNTY

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

My name is Mable Woods Dukes. I am the wife of Alvin Dukes. This affidavit is made with respect to that certain property which is situated in Shelby County, Alabama and is more particularly described on Exhibit "A", attached hereto and made part and parcel hereof as fully as if set out herein. The record title to the above described property is in the name of Arthur H. Greenlea. In 1995, Affiant and Affiant's husband, Alvin Dukes, entered into a contract with Arthur H. Greenlea whereby Arthur H. Greenlea would sell the above described real property to Affiant and her aforesaid husband for the sum of Fifteen Thousand and no/100 Dollars (\$15,000.00). Arthur H. Greenlea agreed at that time to accept payments of One Hundred Twenty-five and no/100 Dollars (\$125.00) per month and also agreed that the payments did not have to be regular or scheduled as long as the total of Fifteen Thousand and no/100 Dollars (\$15,000.00) was paid on or before the end of the ten (10) year period dating from 1995. Affiant and her husband paid Arthur H. Greenlea payments as shown on Exhibit "B" as attached hereto totaling Three Thousand Nine Hundred Twenty-five and no/100 Dollars (\$3,925.00). There is some dispute as to how much has been paid on the purchase price as of this time, but according to the records of Arthur H. Greenlea, Affiant and her husband have paid the aforesaid Three Thousand Nine Hundred Twenty-five and no/100 Dollars (\$3,925.00) on the purchase price to date. There are several letters and written documents signed by Arthur H. Greenlea which give evidence of the aforesaid contract which was originally verbal in nature. These letters are attached hereto as Exhibits "C", "D", "E", "F", and "G" to this affidavit and made part and parcel hereof as fully as if set out herein. The said Arthur H. Greenlea has now refused to accept any more of the purchase price although Affiant and her husband, Alvin Dukes, are ready, willing, and able to pay the remaining balance and purchase price of Fifteen Thousand and no/100 Dollars (\$15,000.00) and to conclude the purchase of said property upon the delivery of a warranty deed conveying good title thereto, of which fact the said Arthur H. Greenlea has been informed.

Shortly after the original agreement in 1995 by Arthur H. Greenlea, and on or about the time of the first payment made by Affiant and her husband, Affiant and her husband were given the keys to the property by Arthur H. Greenlea and put in possession of the property, thereafter proceeding to clear debris and vegetation from the property and otherwise take possession and control of the same. Affiant and Affiant's aforesaid husband claim the right to purchase said property at and for the purchase price of Fifteen Thousand and no/100 Dollars (\$15,000.00) minus that portion of the purchase price which has already been paid to the said Arthur H. Greenlea.


Mable Woods Dukes, Affiant

Sworn to and subscribed before me
this the 8th day of January, 2001.


Notary Public

Inst # 2001-00748

01/08/2001-00748
03:36 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
009 MMB 35.00

EXHIBIT "A"

the following described real

estate, situated in Shelby

County, Alabama, to-wit:

A tract of land situated in the NE 1/4 of the NE 1/4 of Section 35, Township 21 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of the NE 1/4 of the NE 1/4 of Section 35, Township 21 South, Range 1 West Shelby County, Alabama, and run South along the East line of said 1/4 1/4 Section 660.0 feet to point of beginning; thence right 87 deg. 28 min. and run West 399.63 feet; thence left 89 deg. 05 min. 28 sec. and run Southerly 330.4 feet; thence left 91 deg. 00 min. 28 sec. and run East 390.26 feet to a point of intersection with the East line of said 1/4 1/4 Section; thence run North along said 1/4 1/4 Section 330.0 feet to point of beginning; being situated in Shelby County, Alabama.

EXHIBIT "B"

Payment Record

1995	June	---	\$125.00
	July	---	125.00
	August	---	125.00
	September	---	125.00
	October	---	125.00
	November	---	-----
	December	---	500.00

Total	---	\$1125.00
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1996	January	---	\$250.00
	February	---	-----
	March	---	125.00
	April	---	125.00

Total		\$500.00
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1997	May	---	\$1000.00
1998	September	---	1300.00

Total to date	---	\$3925.00
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EXHIBIT "C"

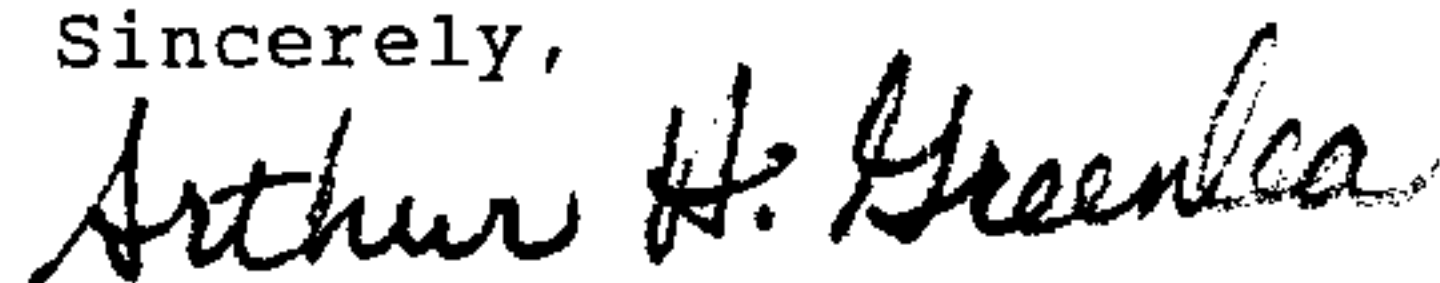
May 22, 1995

Dear Mr. and Mrs. Dukes,

Enclosed you will find a copy of the description of the property that you are interested in purchasing. We agree to the terms in your letter that states that you are willing to pay \$125.00 a month, effective May 1995, \$1,500.00 in the month of December 1995 and \$125.00 a month there after, to pay a total amount of \$15,000.

Thank you for your interest and we look forward to dealing with you.

Sincerely,

A handwritten signature in cursive script that reads "Arthur H. Greenlea".

Arthur H. Greenlea

the following described real

estate, situated in Shelby

County, Alabama, to-wit:

A tract of land situated in the NE 1/4 of the NE 1/4 of Section 35, Township 21 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of the NE 1/4 of the NE 1/4 of Section 35, Township 21 South, Range 1 West Shelby County, Alabama, and run South along the East line of said 1/4 1/4 Section 660.0 feet to point of beginning; thence right 87 deg. 28 min. and run West 399.63 feet; thence left 89 deg. 05 min. 28 sec. and run Southerly 330.4 feet; thence left 91 deg. 00 min. 28 sec. and run East 390.26 feet to a point of intersection with the East line of said 1/4 1/4 Section; thence run North along said 1/4 1/4 Section 330.0 feet to point of beginning; being situated in Shelby County, Alabama.

EXHIBIT "D"

June 8, 1997

Dear Mable and Alvin,

I hope these few lines find you all doing well. I'm sorry that you are having trouble in your attempt to purchase your home. I hope you are able to find a solution to the problems you encountered.

Enclosed you will find a payment record for the monies received as of June 1997. If it does not coincide with your records, please let me know. I will correct it. I look forward to hearing from you in the near future.

Yours Truly,
Arthur H. Greenlea
Arthur H. Greenlea

EXHIBIT "E"

Sept. 24, 1998

To Whom It May Concern;

I Arthur H. Greenlea, owner of a parcel of property in Eureka acres, Columbiana, Alabama, give permission for the existing road through the property to be paved.

Alvin and Mable Dukes are currently under contract to purchase this property, and have also consented to having this road paved.

I am enclosing the following addresses in case other information or confirmation is necessary.

Sincerely,

Arthur H. Greenlea

Arthur H. Greenlea

Arthur H. Greenlea
4132 St. Louis Rd.
Montgomery, AL 36116

Alvin and Mable Dukes
2851 Raphael Dr.
Columbus, Ohio 43232

EXHIBIT "F"

Sept. 24, 1998

Dear Mable and Alvin,

I received your payment of \$1300.00 and I thank you very much.
Please send all future correspondence to my Montgomery address.
Take care and have a blessed day.

Yours Truly,

Arthur H. Greenlea

Arthur H. Greenlea

EXHIBIT "G"

P.O.Box 1457
Columbiana, AL35051
December 19, 2000

Dear Alvin & Mable

It has been quite a while since i have heard from you. Hope this letter finds you and the family well. Due to the fact you have defaulted on the original agreement we had i have no choice but to rescind the proposed property sell.

Although i have no legal obligation to return any of the money you have paid, i feel it is my moral responsibility to return a portion of the money. Due to the fact i had several chances to sell the property and paying property taxes the past six years, i feel \$1200.00 is a fair settlement. I will return three payments of \$400.00 during the year 2001. You will receive a payment in April, August And December. Please advise me on the name(s) you wish me to make the checks payable to . Please understand i have no ill feelings toward you for not honoring your original agreement. I wish you a Merry Chirstmas and a blessed New Year.

God Bless

Arthur H. Greenlea
Arthur H. Greenlea

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