

1939

## SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY

State of Alabama County of Shelby

I, we, Wayne Rasco, General Partner and William T. Rasco, Secretary of being first  
duly sworn, on oath depose and state that I, we, own the following described property: Columbian Properties Ltd.

*See legal description attached as exhibit "A"  
attached hereto and made a part hereof.*

I/We have owned the property now being sold or mortgaged by me continuously for 2 1/4 years, and my enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disrupted to my knowledge, nor do I know of any facts by reason of which the title to, or possession of, said property might be disputed or by reason of which any claim to any of said property might be asserted adversely to me, and more particularly:

1. No party other than the Seller(s)/Owner(s) is in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise.

2. The Seller(s)/Owner(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.

3. The Seller(s)/Owner(s) has/have allowed no encroachments on the premises above described by any adjoining land owners nor has/have the undersigned encroached upon any property of adjoining land owners.

4. The Seller(s)/Owner(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has/have no knowledge of such adverse rights.

5. The Seller(s)/Owner(s), at present, and for a period of 365 days past, has/have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has/have contracted for any material to be delivered to the premises for which changes therefor remain unpaid.

6. The Seller(s)/Owner(s) has/have no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, or lakes bordering or running through said premises.

7. The undersigned has no knowledge of any due taxes or special assessments.

8. The undersigned has not allowed and knows of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.

9. That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against said owner, either in the aforesaid county or any other county in the aforesaid state.

This affidavit is given to induce FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, to issue its title insurance policy or policies without exception to claims of materialmen's and laborers' liens, survey matters, special assessments and rights of parties in possession, and as an inducement therefor, said affiant agrees to indemnify and hold FIRST AMERICAN TITLE INSURANCE COMPANY harmless of and from any and all loss, cost, damage and expense of every kind, including Attorneys' fees, which said FIRST AMERICAN TITLE INSURANCE COMPANY shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, directly or indirectly, as a result of any misrepresentation herewith.

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25<sup>th</sup> day of May, 1990

Danny Rew  
Notary Public

My commission expires: 3/4/92

Columbian Properties Ltd.

Wayne Rasco  
Seller/Owner of Property

William T. Rasco Sec.  
Seller/Owner of Property

# Exhibit "A"

A parcel of land situated in the Northeast Quarter of the Northeast Quarter (NE 1/4 of NE 1/4) of Section 26, and the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section 25, all being in Township 21 South, Range 1 West, Shelby County, Alabama.

Commence at the Northeast corner of Section 26, Township 21 South, Range 1 West; thence run South 86 degrees 30 minutes 00 seconds West along the North line of said Section 26 a distance of 412.89 feet to a point; thence turn an angle to the left 89 degrees 35 minutes 00 seconds and run South 03 degrees 05 minutes 00 seconds East a distance of 596.06 feet to a point on the East right-of-way line of Main Street for the Point of Beginning; thence continue South 03 degrees 05 minutes 00 seconds East along said East right-of-way line of Main Street a distance of 267.44 feet to a point; thence turn an angle to the left 94 degrees 25 minutes 00 seconds and run North 82 degrees 30 minutes 00 seconds East a distance of 200 feet to a point; thence turn an angle to the left 85 degrees 35 minutes 00 seconds and run North 03 degrees 05 minutes 00 seconds West a distance of 13.36 feet to a point; thence turn an angle to the right 82 degrees 58 minutes 00 seconds and run North 79 degrees 53 minutes 00 seconds East a distance of 93.46 feet to a point; thence turn an angle to the right 00 degrees 11 minutes 40 seconds and run North 80 degrees 04 minutes 40 seconds East a distance of 123.8 feet to a point; thence turn an angle to the left 80 degrees 49 minutes 25 seconds and run North 00 degrees 44 minutes 45 seconds West a distance of 220.95 feet to a point; thence turn an angle to the left 93 degrees 51 minutes 43 seconds and run South 85 degrees 23 minutes 32 seconds West a distance of 75.25 feet to a point; thence turn an angle to the right 00 degrees 29 minutes 40 seconds and run South 85 degrees 53 minutes 12 seconds West a distance of 348.94 feet to a point on the East right-of-way line of Main Street and the Point of Beginning.

# Exhibit "A"

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

90 MAY 25 PM 2:20

*Thomas P. Shumaker, Jr.*  
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Int. Tax	\$	
3. Recording Fee	\$	5.00
4. Indexing Fee	\$	3.00
5. Vol. Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	9.00