

STATE OF ALABAMA

COUNTY OF SHELBY

AFFIDAVIT AS TO LIENS AND ENCUMBRANCES

On this, before me personally appeared, Owner of property and/or General Contractor, to me personally known, who, being duly sworn on (his /their) oath(s), did say that all of the persons, firms and corporations, including the general contractor and all subcontractors who have furnished services, labor or materials according to plans and specifications, or extra items, used in the constructions or repair of buildings and improvements on the real estate hereinafter described, have been paid in full and that such work has been fully completed and accepted by the owner.

Affiant further says that no proceedings in bankruptcy or receivership have been instituted by or against him/them.

Affiant further says that no claims have been made to affiant by, nor is any suit now pending on behalf of any contractor, subcontractor, laborer or materialman, and further that no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements, or personal property leases have been given or are outstanding as to any fixtures, appliances, or equipment which are now installed in or upon said real property, or the improvements thereon.

Affiant further says that there are no outstanding deeds of trust, mortgages, judgment liens, mechanics or materialmens liens filed of record or unfilled claims or any other liens or encumbrances of any kind except as follows:

Judgment in the amount of \$2,122.44 plus court costs from Ed Canada d.b.a. Canada Auto Sales vs. James Clark and, Mary Clark filed 12/16/92 in volume 1992, page 20330. Case No. DV-90-000426.00
Attorney: Thomas H. Jackson.

Affiant on behalf of said Owner of Property and/or General Contractor does for a valuable consideration hereby agree and guarantee to hold Title Source, Inc (by reason of the fact that it has issued its title insurance policies), harmless against any liens, claims or suit of or by any general contractor, subcontractor, mechanic or materialman, and against chattel mortgages, conditional bills of sales, retention of title agreements, security agreements, financing statements, or personal property leases in connection with the construction, repair or sale of such building or improvements on said real estate.

The real estate and improvements referred to herein are described as follows, to-wit:

SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION

Date: 1/13/2000

James C Clark
AFFIANT JAMES C CLARK

AFFIANT

Subscribed and sworn to before me on this 13th day of January, 1999.

Thomas H. Jackson
NOTARY PUBLIC

COMMISSION EXPIRES: 4/26/2000

01/31/2000-03039
11:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 NWS 1 8:50

Inst 2000-03039