

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 unfiled claims or any other liens or encumbrances of any kind except as follows:

Judgment in the amount of \$863.98 plus court costs from Dr. Phillip Walton agent for Falson Manor I Apartments vs. Jeff Brown filed 3-15-96 in volume 1996, page 08511 Case No. SM95-01255 Attorney: Sirote & Permutt, P.C. (933-7111)

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: 10/13/00

Jeffrey J. Brown
AFFIANT

AFFIANT

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

Ann Frances J. [Signature]
NOTARY PUBLIC

COMMISSION EXPIRES: May 7, 2002

10/24/2000-36976
03:06 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMB 14.00

Inst # 2000-36976

Exhibit A
Legal Description

State of Alabama
Jefferson County

A parcel of land located in the SE ¼ of the SE ¼ of Section 36, Township 19 South, Range 2 West, more particularly described as follows:
Commence at the SW corner of the SE ¼ of the SE ¼ of said Section 36, and run East along the South line of distance of 300.00 feet to an iron pin and the point of beginning; thence continue along last described course a distance of 204.3 feet to the East side of a gravel drive; thence run North 5 degrees 19 minutes 53 seconds West along the East side of said drive a distance of 302.6 feet to the Southeasterly right of way of Shelby County Highway No. 11; thence run South 54 degrees 40 minutes 15 seconds West along said right of way a distance of 215.7 feet; thence run South 0 degrees 4 minutes 56 seconds West a distance of 176.5 feet to the point of beginning; situated in Shelby County, Alabama.

This property being the same property conveyed to Jeffrey A. Brown by Andrew M. Cuomo, Secretary of Housing and Urban Development by deed dated 10/23/98 and recorded 11/5/98 in volume 1998 Page 43793

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