

FORM --- CHICAGO TITLE INSURANCE COMPANY STANDARD FORM OWNER'S AND CONTRACTOR'S FINAL
AFFIDAVIT AND INDEMNITY AGREEMENT

CHICAGO TITLE INSURANCE COMPANY

ORDER NO:

AFFIDAVIT AND AGREEMENT

STATE OF **Alabama**)
) S.E.
COUNTY OF **Shelby**)

On this 22nd day of July, 2002, before me personally appeared Foresight Development, LLC, an Alabama Limited Liability Company, owners of property, and N/A General Contractor, to me personally known, who, being duly sworn on their oaths, did say that all of the persona, firms, and corporations, including the General Contractor and all sub-contractors, who have furnished services. Labor, or materials, according to plans and specifications, or extra items, used in the construction or repair of buildings and improvements on the real state hereinafter described, have been paid in full and that such work was fully completed on or before N/A by the owners, free and clear of any mechanic's lien whatever, all such items or claims for lien being hereby expressly waived.

Affiants further say that no unsatisfied claims for lien or payment have been made to either of the affiants by, nor is any suit now pending on behalf of, any contractor, sub-contractor, laborer, or materialman, and further that no chattel mortgages, conditional sales contracts, security agreements, financing statements, retention of title agreements, or personal property leases have been given or are now outstanding as to any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon the aforesaid premises or the improvement thereon, and all plumbing, heating, lighting, refrigerating, and other equipment is fully paid for, including all bills for the repair thereof, except as follows: (if none, state "none")

N/A

Affiants, parties hereto, hereby request Chicago Title Insurance Company to issue its policy or policies of title insurance upon said real estate without exception therein as to any possible unfiled mechanics' or materialmen's liens, and in consideration thereof, and as an inducement therefor, said affiants do hereby, jointly and severally, agree to indemnify and hold said Chicago Title Insurance Company harmless of and from any and all loss, cost, damage and expense of every kind, including attorney's fees, which said Chicago Title Insurance Company shall or may suffer or incur or become liable for under its said policy or policies not to be issued, or any reissue, renewal or extension thereof, or new policy at any time issued upon said real estate, part thereof or interest therein, arising, directly or indirectly, out of or on account of any such mechanics' or materialmen's lien or liens or claim or claims or in connection with its enforcement of its rights under this agreement. All representation, agreements of indemnity, and waivers herein contained shall insure also to the benefit of any party assured under any policy issued by Chicago Title Insurance Company and any action brought hereon may be instituted in the name of Chicago Title Insurance Company or said assured or both.

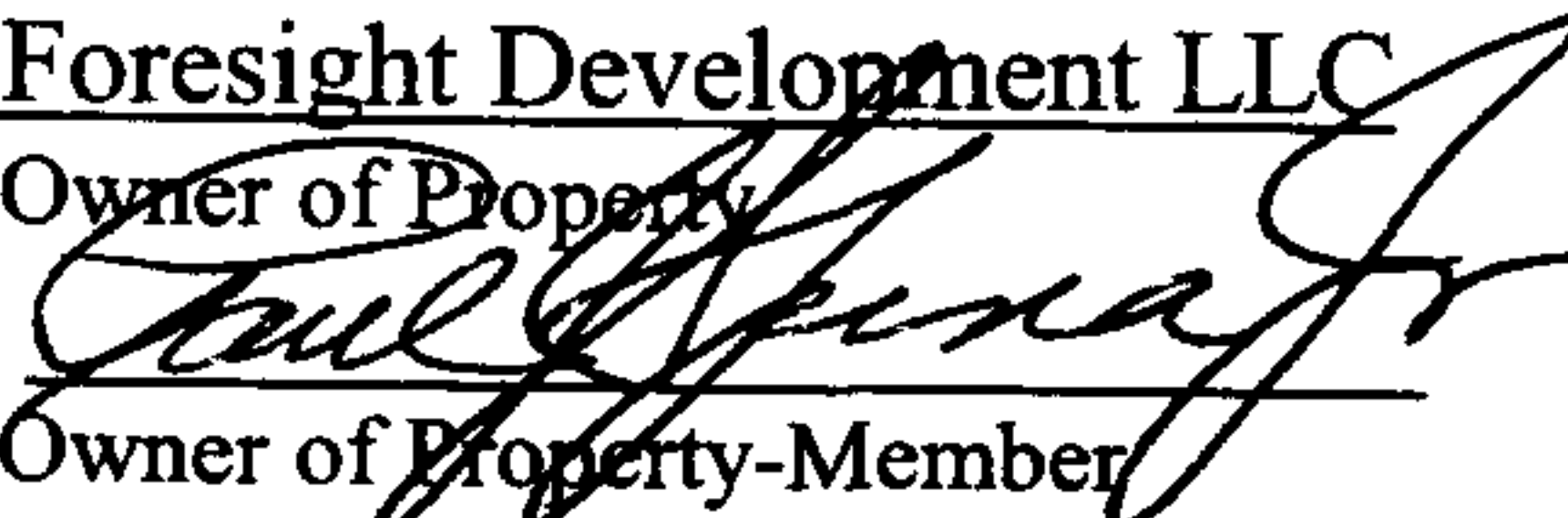
The real state and improvements referred to herein are situated at Hayesbury Phase I, in the County of Shelby State of Alabama and are described as follows to wit:

A tract of land situated in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of section 36, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northeast corner of lot 112, according to the final plat of Hayesbury Phase 1, as recorded in map book 28, page 89, in the Probate Office of Shelby County, Alabama, and run S86°03'16"W along the North line of said lot 112 for 198.34 feet to a point on the Easterly right of way line of Hayesbury Court, said point being the Northwest corner of said lot 112 and being on a curve to the left having a radius of 300.00 feet; Thence run along said curve and said right of way line a chord bearing of N17°33'05"W for 9.26 feet; Thence run N86°03'16"E for 186.93 feet; Thence run S60°26'33"E for 16.31 feet to the point of beginning.

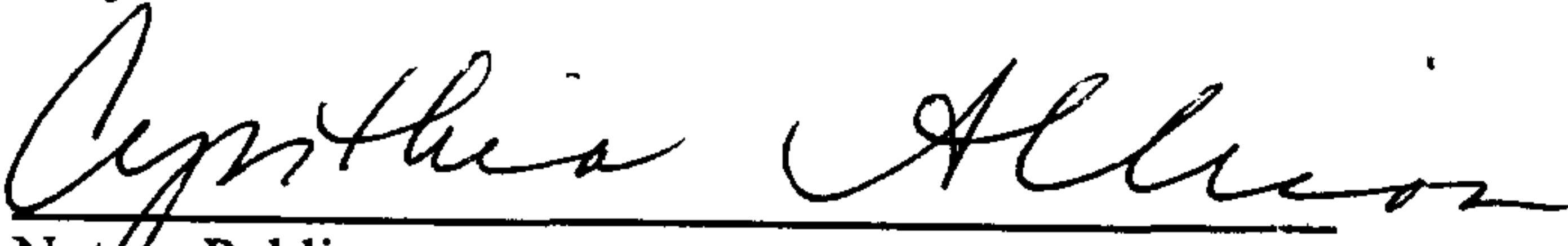
This affidavit is given to induce Chicago Title Insurance Company to issue its title insurance policy or policies.

NOTE: Where the premises are owned by two or more owners, both should be named as affiants and both should sign. Where corporations are involved, the names of the affiants and the signatures should be those officers of the corporations, preferably the Presidents.

Foresight Development LLC
Owner of Property

Owner of Property-Member

General Contractor

Subscribed, and sworn to before me the day and year above written.


Notary Public

MY COMMISSION EXPIRES OCTOBER 6, 2004

For use with corporate landowner and/or corporate contractor:

a corporation of the State of _____ joins in the execution of this instrument for the purpose of adopting all the representations of fact made in the foregoing affidavit and hereby joins in all the agreements of indemnity and waivers therein contained.

Name of Corporation)

By: _____
Affix corporate
seal here.

President

By: _____
Secretary