

CHICAGO TITLE INSURANCE COMPANY

ORDER NO:

#7116

Smith, Dennis Michael,
Shelby County

AFFIDAVIT AND AGREEMENT

STATE OF Alabama

COUNTY OF Shelby

s.s.

On this 22nd. day of November, 19 77 before me personally appeared

Dennis Michael Smith and wife, Bertha Ann Smith

owners of property, and _____, General Contractor.
to me personally known, who, being duly sworn on their oaths, did say that all of the persons, 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 estate hereinafter described, have been paid in full and that such work was fully completed on or before _____ and accepted by the owners, free and clear of any mechanic's lien whatever, all such liens 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 sale 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")

NONE



19780103000000050 1/3 \$.00
Shelby Cnty Judge of Probate, AL
01/03/1978 12:00:00 AM FILED/CERT

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 attorneys' fees, which said Chicago 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, 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 inure 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.

Continued on Reverse Side

City Finance
833 3rd Ave. W.
Minneapolis, MN 55404

BOOK 23 PAGE 230

The real estate and improvements referred to herein are situated at _____
_____ in the County
of Shelby, State of Alabama, and are described as
follows to-wit:

SEE ATTACHED LEGAL DESCRIPTION


19780103000000050 2/3 \$.00
Shelby Cnty Judge of Probate, AL
01/03/1978 12:00:00 AM FILED/CERT

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 of officers of the corporations, preferably the Presidents.

Wendy M. Smith
Owner of Property

Birthe A. Smith
Owner of Property

General Contractor

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

James A. [Signature]
Notary Public
COM. # [Signature] 6/1/80

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: _____
President

By: _____
Secretary

Affix corporate
seal here.



19780103000000050 3/3 \$.00
Shelby Cnty Judge of Probate, AL
01/03/1978 12:00:00 AM FILED/CERT

Location: Shelby County

Legal Description:

BOOK 23 PAGE 232

BOOK 31 PAGE 304

... of the SE 1/4, ... the West ... 15 feet to a ... Shelby County ... 39 ... said highway R/W a distance ... of 1 degree 06 min. ... said highway R/W a ... turn an angle of 2 degree ... along said Hwy. ... the point of beginning; ... R/W a distance of 15.84 ... degree 31 min. 33 sec. to ... Hwy. R/W a distance of ... intersection with the South right-of-way line of Shelby County Highway No. 440; then turn an angle of 54 degree 21 min. to the right and run along said Hwy. No. 440 R/W a distance of 65.73 feet; then turn an angle of 5 degree 13 min. to the left and continue a distance of 80.01 feet; then turn an angle of 4 degree 15 min. to the left and continue along said Hwy. R/W a distance of 125.43 feet; then turn an angle of 11 degree 20 min. to the left and continue along said Hwy. R/W a distance of 100.73 feet to a gravel road; then turn an angle of 75 degree 10 min. 56 sec. to the right and run along said gravel road a distance of 217.66 feet; then turn an angle of 120 degree 06 min. 44 sec. to the right and run a distance of 357.54 feet; then turn an angle of 26 degree R-L-W, Shelby County, Alabama, and containing 1.64 acres.

SHIRLEY DEAN SMITH
JUDGE OF PROBATE

178 JAN -3 PM 2:33

Rec. 450

REC-29

Int. tax - 105.50

Rec. 450

JUDGE OF PROBATE

Ind 14.00
5.50

26.05